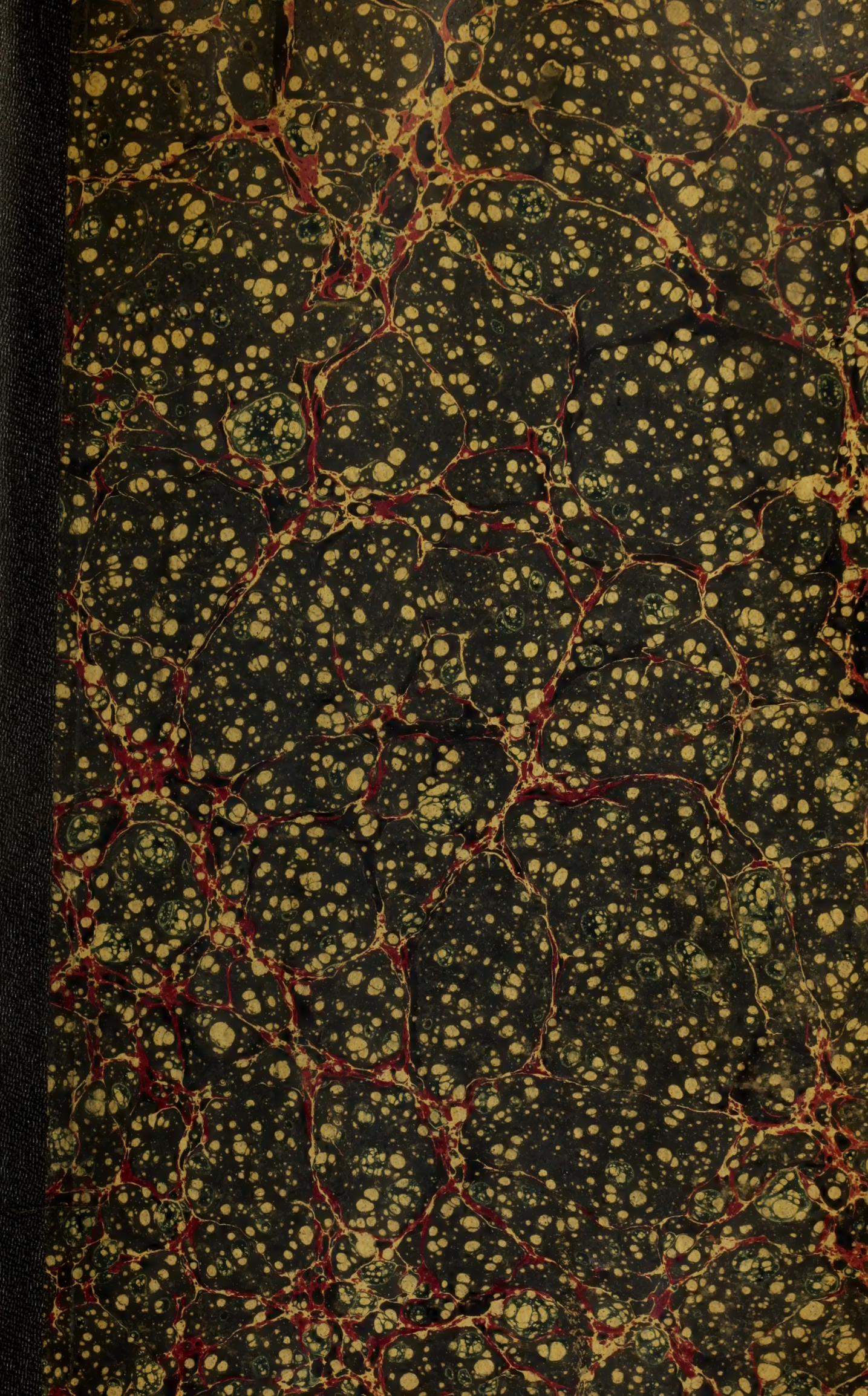

CITY OF BOSTON.

In the Year Nineteen Hundred and Twenty-five.

AN ORDINANCE RELATIVE TO RESTRICTIONS ON PARK FRONTAGES IN THE CITY OF BOSTON.

(BEING SECTIONS 20, 21, 22, 23 OF CHAPTER 40, REVISED ORDINANCES, BOSTON, 1925.)

CHAPTER 5 OF THE ORDINANCES OF 1922, AMENDED BY CHAPTERS 2, 8 AND 12 OF THE ORDINANCES OF 1923, AND CHAPTERS 5, 6 AND 8 OF THE ORDINANCES OF 1924.

SECTION 20. No buildings or structure or any part thereof hereafter erected or altered on land which abuts on and has an entrance into and is within a distance of one hundred feet from the following parkways: The Fens (excepting Charlesgate East and Charlesgate West from a point one hundred feet north from their intersection with Commonwealth avenue to Charles river); Riverway, including Audubon road, from Brookline avenue to Beacon street; Commonwealth avenue from Arlington street to a line drawn parallel to and one hundred and thirty feet west of Charlesgate West, and from a line parallel to and one hundred and thirty-five feet south of the southerly line of Washington street to the Newton line; Jamaicaway; Olmsted Park; Arborway; Columbia road on the southerly side from Sumner street to Dorchester avenue, and from Buttonwood street to Marine Park, and on the northerly side from Boston street to Marine Park, South Boston; shall be used for a livery or public stable or public garage, or for any mechanical, mercantile or manufacturing purposes, nor, excepting churches and chapels, shall the extreme height of said buildings or structures exceed seventy feet from the mean grade of the edgestone or sidewalk on the front facing said parkway, exclusive of such

Use of buildings.

steeples, towers, domes, cornices, parapets, balustrades, sculptured ornaments, chimneys and roofs as the Board of Park Commissioners shall approve; and no roof on any of the aforementioned buildings shall be used for laundry or clothes-drying purposes; *Provided, however*, that as to the lot of land at the southwest corner of Commonwealth avenue and Massachusetts avenue the prohibition of the use of building for mercantile purposes shall apply only to so much of any building erected thereon as lies within fifty feet of the southerly line of Commonwealth avenue.

Permit for Erection.

SECT. 21. No building or structure shall hereafter be erected or altered within a distance of one hundred feet from any park or parkway in the city of Boston, without permission in writing having first been obtained from the park commissioners of the city of Boston.

Set-back.

SECT. 22. No building shall be erected or placed upon premises within the following distances from the following parks and parkways: Riverway, from Fenway to Huntington avenue, twenty feet; Jamaicaway, from Huntington avenue, to Perkins street, twenty feet; Jamaicaway, from Perkins street to Prince street, twenty-five feet; Arborway, from Prince street to Franklin Park, twenty-five feet; Olmsted Park along the northwesterly boundary from Chestnut street to Francis Parkman drive, twenty feet; Audubon road on the Riverway, from Brookline avenue to Boston & Albany Railroad, twenty feet; Audubon road on the Riverway, from Boston & Albany Railroad to Beacon street, fifteen feet; Commonwealth avenue, from Arlington street to Beacon street, twenty feet; the Fens, twenty feet (excepting Charlesgate East from Boylston street to the Charles river, and Charlesgate West from Boston & Albany Railroad to the Charles river, and Boylston street, south side, from Hemenway street to Fenway); Charlesgate East from Boylston street to Ipswich street, ten feet; and Boylston street, south side,

from Hemenway street to Fenway, fifteen feet; provided that steps, windows, porticos and other usual projections appurtenant to the front wall of a building shall be allowed where there is a reserved space; that no projections in the nature of a bay window, corner bay, circular front, or octagon front, with the foundation wall sustaining the same (such foundation wall being a projection of the front wall), shall be allowed (excepting oriel windows above the first story on a street corner), unless any horizontal sections of such projections would fall within the external lines of trapezoids, the sum of whose bases upon the rear line of the aforesaid space does not exceed seven tenths of the whole front of the building, and the base of any one of which trapezoids does not exceed eighteen feet, and whose side lines make an angle of forty-five degrees with the base; and each house in a block shall be considered a separate building within the meaning of this section.

Set-back.

SECT. 23. No building shall be erected or placed upon premises within twenty feet from the exterior line of parks and parkways, on the Dorchesterway and Strandway; *Provided*, that steps, windows, porticos and other usual projections appurtenant to the front wall of a building are to be allowed in this reserved space of twenty feet, subject to the following limitations, viz.: First, that no projections of any kind (other than doorsteps and balustrades connected therewith, and also piazzas projecting not more than eight feet) shall extend more than five feet from the rear line of the aforesaid space; second, that no projections in the nature of a bay window, corner bay, circular front, or octagon front, with the foundation wall sustaining the same (such foundation wall being a projection of the front wall), will be allowed (excepting oriel windows above the first story on a street corner), unless any horizontal sections of such projections would fall within the external lines of trapezoids, the sum of whose bases upon the rear line

of the aforesaid space does not exceed seven tenths of the whole front of the building, and the base of any one of which trapezoids does not exceed eighteen feet, and whose side lines make an angle of forty-five degrees with the base; and each house in a block shall be considered a separate building within the meaning of this limitation.

— *Approved by the Mayor December 29, 1925.*

CITY OF BOSTON
PRINTING DEPARTMENT

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Commonwealth of Massachusetts — to — City of Boston.

Know all Men by these Presents, That the Commonwealth of Massachusetts, acting by its Board of Land Commissioners in consideration of one dollar to said Commonwealth paid by the City of Boston, the receipt whereof is hereby acknowledged, and in further consideration of the laying out by the City of Boston of a Public Park upon the Back Bay, does hereby grant, convey and release unto the said City of Boston, its successors and assigns, so far as said Commonwealth has any right or interest therein, the right to locate, lay out, have, hold, enjoy and maintain forever in accordance with law, a Public Park and all the Park Ways shown on an outlined plan hereto annexed, a duplicate copy whereof is filed with said Board of Land Commissioners: hereby waiving any rights said Commonwealth may have therein under any provisions in any indentures heretofore made between said Commonwealth of Massachusetts, and the Boston Water Power Company, in relation to any part of the lands included within the limits of said Park and Park Ways.

In Witness Whereof the said Commonwealth of Massachusetts by its said Commissioners has signed and sealed these presents this nineteenth day of December in the year of our Lord, Eighteen hundred and seventy seven. Willard P. Phillips, Edward C. Purdy, Horace C. Bacon. Land Commissioners, and each a seal. Signed sealed and delivered in presence of Fredk. Abbot. Suffolk, S.S. Boston December 19th 1877. Then personally appeared the within named Edward C. Purdy and acknowledged the foregoing instrument to be the free act and deed of this Commonwealth, before me David Pulsifer, Justice of the Peace. Commonwealth of Massachusetts. In Council December 21st 1877. Approved, Henry B. Peirce, Secretary. and the Commonwealth seal. — The Boston Water Power Company hereby assents to the foregoing release to the City of Boston. The Boston Water Power Company. by James S. Whitney, President W. B. Brown Treasurer. and the Corporate Seal. Boston December 29. 1877. at one o'clock and thirty minutes P.M. Received, Entered and Examined. Lib. 1404. Fol. 217. Attest Thomas H. Temple. Reg.

Boston Water Power Co. — to — City of Boston.

Know all Men by these Presents,
That the Boston Water Power Company, a corporation organized and existing under the laws of the Commonwealth of Massachusetts, in consideration of Two hundred and Seventy six Thousand, Three hundred and Eighty three $\frac{20}{100}$ Dollars, paid by the City of Boston, the receipt whereof is hereby acknowledged, do hereby give, grant bargain sell, and convey unto the said City of Boston for the purposes of a Public Park, the following described parcels of lands and flats situated in that portion of said Boston known as the Back Bay and bounded and described as follows: Beginning on the Southerly side of Beacon Street and running Southerly so as to form a right angle with the centre line of the extension of Commonwealth Avenue, as proposed, and intersecting said centre line at a point distant 825 feet from the centre of said West Chester Park $853\frac{45}{100}$ feet to the location of the Boston and Albany Rail Road: thence turning and running westerly by said railroad $300\frac{9}{100}$ feet: thence turning and running northerly and parallel to said first named boundary to said Beacon Street $745\frac{70}{100}$ feet: thence turning and running north-easterly on said Beacon Street $316\frac{31}{100}$ feet: to the point of beginning and containing 239.873 square feet of land, and being lot marked A, on "A plan of a portion of the lands and flats belonging to the Boston Water Power Company, situated within the limits of a proposed Public Park on the Back Bay" drawn by Fuller & Whitney Engineers, dated Dec. 24. 1877. & recorded herewith.

Also a certain other parcel of land marked B, on said plan, and bounded and described as follows: Beginning on the Southerly line of Boylston Street extended, as shown on said plan, at its point of intersection with the westerly line of Parker Street as widened to fifty feet, and running westerly on said Southerly line of said Boylston Street extended $253\frac{46}{100}$ feet, to a point distant 216 feet from said westerly line of Parker Street by a line drawn at right angles to said Parker Street: thence turning and running South westerly and parallel to said Parker Street $656\frac{30}{100}$ feet: thence turning a right angle and running South-easterly towards said Parker Street 120 feet: thence turning a right angle and running southwesterly parallel to said Parker Street 100 feet: thence turning a right angle and running south-

easterly to said Parker Street by a straight line 96 feet: thence turning and running southwesterly on said Parker Street 200 feet: thence turning a right angle and running northwestly by a straight line 96 feet. thence turning a right angle and running southwesterly by a straight line parallel to said Parker Street 100 feet thence turning a right angle and running northwesterly by a straight line 120 feet: thence turning an obtuse angle and running by a straight line southwesterly to the edge of the marsh as shown on said plan 737 $\frac{82}{100}$ feet: thence turning a slight angle and running southwesterly by several lines 501 $\frac{29}{100}$ feet: to land of one Brooks as shown on said plan thence turning and running northwesterly by land of said Brooks and other land of said grantor, as shown on said plan 441 $\frac{1}{100}$ feet. thence turning and running southwesterly by said other land of said grantor 218 feet. thence turning and running southeasterly by said other land of said grantor as shown on said plan 244 $\frac{50}{100}$ feet to said land of said Brooks; thence turning and running southwesterly by said land of said Brooks to the edge of the marsh 119 feet: thence turning and running in a northerly direction by several curved lines by the said edge of the marsh to said land of Atkinson 411 $\frac{46}{100}$ feet: thence turning and running northwesterly by said land of Atkinson 10 $\frac{16}{100}$ feet: thence turning and running northerly in a straight line 118 $\frac{50}{100}$ feet as shown on said plan: thence turning and running northeasterly by a straight line 161 $\frac{99}{100}$ feet: as shown on said plan. thence turning and running northerly by a straight line as shown on said plan to the location of said Boston and Albany Rail Road 132 $\frac{64}{100}$ feet: thence turning and running southerly by the said Rail Road 110 $\frac{13}{100}$ feet. thence turning and running southerly by a straight line as shown on said plan 124 $\frac{14}{100}$ feet: thence turning and running direct easterly by a straight line as shown on said plan 310 $\frac{68}{100}$ feet to the southerly line of Boylston Street extended: thence turning and running easterly by said line of said Boylston Street extended, to the said line of Parker Street 356 $\frac{39}{100}$ feet: thence turning and running southwesterly across said Boylston Street extended, and on the westerly line of said Parker Street 93 $\frac{27}{100}$ feet to the point of beginning, and containing 2.181.049 square feet of land.

Also a certain other parcel of land marked **C**. on said plan and bounded and described as follows: Beginning at a

point at the intersection of the boundary line between the land of the grantor and the land of one Weld, with the northerly boundary of the Park as shown by the green shaded line on said plan; thence running southeasterly by said land of said Weld 199 $\frac{27}{100}$ feet: and thence turning and running northeasterly at an obtuse angle with the last mentioned boundary 179 $\frac{61}{100}$ feet to the edge of the marsh as shown on said plan: thence turning and running southerly on the edge of the marsh by a broken curved line 122 $\frac{45}{100}$ feet: as shown on said plan: thence turning and running southwesterly on the edge of the marsh by several curved lines 170 $\frac{26}{100}$ feet: as shown on said plan: thence turning and running southeasterly 30 $\frac{74}{100}$ feet, to the edge of the marsh as shown on said plan: thence turning and running southeasterly 223 $\frac{99}{100}$ feet, and thence running in nearly the same direction 211 $\frac{56}{100}$ feet: to the edge of the marsh as shown on said plan, thence turning and running westerly on the edge of the marsh by several irregular lines 271 $\frac{40}{100}$ feet, to the land of one Shimmin thence turning and running northwesterly 92 $\frac{15}{100}$ feet and thence running in nearly the same direction 147 $\frac{31}{100}$ feet to the northwesterly boundary line of the said land of said Shimmin. thence turning and running southwesterly on the land of said Shimmin 169 $\frac{30}{100}$ feet, to the boundary line of the Park, as shown by the green shaded line on said plan, thence turning and running northwesterly on the said boundary line of the Park, by a line curving towards the north, 158 $\frac{51}{100}$ feet, to the edge of the marsh, as shown on said plan: thence turning and running northeasterly on the edge of the marsh by several curved lines curving towards the north 231 $\frac{93}{100}$ feet to the land of one Davis as shown on said plan, thence turning and running southeasterly on said land of said Davis, 67 $\frac{7}{100}$ feet: thence turning and running southeasterly on land of said Davis 79 $\frac{94}{100}$ feet, thence turning and running northeasterly on said land of said Davis, 137 $\frac{17}{100}$ feet to the boundary line of said Park as shown by said green shaded line on said plan: thence turning and running southeasterly on the said boundary line of said Park, as shown by said green shaded line on said plan, by two curved lines curving towards the East 207 $\frac{3}{100}$ feet, to the point of beginning, containing 378.666 square feet of land:

Also a certain other parcel of land marked **D** on said plan and bounded and described as follows:- Beginning at the

Continued.

northerly corner of the granted premises, at the intersection of the northeasterly boundary of the granted premises with the boundary of a Park way as shown by the green shaded line on said plan, thence running southeasterly 99 $\frac{19}{100}$ feet, thence turning and running south westerly on the land of one Thompson 284 $\frac{23}{100}$ feet to the edge of the marsh as shown on said plan; thence turning and running north westerly on the edge of the marsh by two irregular lines 73 $\frac{08}{100}$ feet to other land of the said grantor, and to said boundary line of said Park way, as shown on said plan, thence turning and running northerly on said boundary line of said Park way and by said other land of said grantor, [illegible] feet, and thence running in nearly the same direction by a line curving slightly towards the north 11 $\frac{43}{100}$ feet, as shown on said plan to the point of beginning: Containing 24,244 square feet of land.

All of said four parcels of land are bounded by pink shaded lines as shown on said plan.

And said grantor does hereby release said City from all claims and demands for damages in consequence of the locating and laying out of said parcels of land as a Public Park and approaches thereto, and also of grading the same to such grade as said City may determine, not exceeding on the outside limit or boundary of said Park thirty two feet above mean low water at the Boston and Albany Rail Road such grade to be reduced from said rail road in the usual and manner that the said City may determine to within a distance of six hundred feet on either side thereof, where said grade shall not exceed twenty feet above mean low water. And for any further distance from said railroad and in so far as the said outside limit or boundary of said Park shall adjoin other land of said grantor, the grade of said limit or boundary shall not exceed said twenty feet above mean low water, in case said City shall determine so to grade the same, but said grade shall be determined by said City before any permanent building shall be erected on said other adjoining land of said grantor.

[illegible] and grant to said City the right to slope or bank the filling [illegible] on its land adjoining said outside limit or boundary, and that the said grantor will not, and its successors and assigns shall not make or have any claim against said City for damages

in consideration of its omission to build or maintain a retaining wall or bulkhead to support such filling. And said grantor does hereby covenant and agree for itself, and its successors and assigns, not to remove or permit any person or party other than said City, to remove any portion of the filling, placed or sloped upon the lands of the grantor adjoining said Park in grading the same as aforesaid, until a retaining wall or bulkhead to support said filling shall be built upon the line of the adjoining lands of said grantee.

To Have and to hold the granted premises with all the privileges and appurtenances thereto belonging to the said City of Boston and its heirs and assigns, to their own use and behoof forever for the purpose of a Public Park. And said Corporation hereby covenants with the said grantee and its heirs and assigns, that it is lawfully seized in fee simple of the granted premises: that they are free from all incumbrances that it has good right to sell and convey the same as aforesaid, and that it will **warrant and defend** the same to the said grantee and its heirs and assigns forever against the lawful claims and demands of all persons.

In Witness Whereof the said Boston Water Power Company has caused its Corporate seal to be hereto affixed, and these presents to be signed, acknowledged and delivered, in its name and behalf by James S. Whitney its President, and William B. Brown its Treasurer, hereto duly authorized this twenty-eighth day of December in the year one thousand [illegible]

The Boston Water Power Company by James S. Whitney Prest. William B. Brown Treasurer. and the Corporate Seal. Signed and Sealed in presence of The words from "at" to "Park" inclusive in the 10th & 11th lines & the words from "at" to "Aspinwall" inclusive in the 42nd & 43d lines of the [illegible] being interlined in the 1st line of the second page before signing. Henry D. Hyde.

Commonwealth of Massachusetts Suffolk S.S. Dec. 28. 1877

Personally appeared the above named James S. Whitney and William B. Brown and acknowledged the foregoing instrument to be their free act and deed of the Boston [illegible] before me Henry D. Hyde [illegible] Boston [illegible] the Boston Water [illegible]

Company legally notified held this day at 10 o'clock A. M. it was unanimously Voted: (a quorum being present) "That the President and Treasurer of the Boston Water Power Company are hereby authorized and directed to sign execute, acknowledge and deliver in the name and behalf of the Boston Water Power Company — and to affix the seal of the Corporation thereto — the four (4) several deeds, conveying land to the City of Boston for Public Park and other purposes, copies of which are hereto annexed, and marked "A. B. C." and "D." accompanying plans of said territory, to be recorded in Suffolk Registry of Deeds".

Directors Records p. 66. A true Copy: and I further certify that the foregoing deed is the deed of which the copy marked "A" is referred to in the above vote. W. B. Brown Clerk

Boston December 29. 1877. at one o'clock and 30 minutes P. M. Received and entered with Suffolk Deeds, Lib 1404 Fol. 226. Attest. Thos. F. Temple Reg.

Know all Men by these Presents,

That the Boston Water Power Company, a corporation organized and existing under the laws of the Commonwealth of Massachusetts in consideration of one dollar and in further consideration of ten cents per square foot for each and every square foot hereby conveyed paid by the City of Boston, the receipt whereof is hereby acknowledged, do hereby give grant bargain sell and convey unto the said City of Boston for the purposes of a public Park all of the land and flats of the said Boston Water Power Company which are situated within the limits or boundaries of a proposed Park on the Back Bay in the City of Boston as shown on an attested plan of a proposed Park on the Back Bay in the City of Boston made by Thomas Doane Civil Engineer and dated December 10th 1877. to be recorded with the Suffolk Registry of Deeds, except two million eight hundred and twenty three thousand eight hundred and thirty two (2,823,832) square feet of land within the limits of said proposed Park, as shown on said plan, which have this day been conveyed to said City of Boston by said Boston Water Power Company, by its deed to be herewith recorded. Meaning and intending hereby to

Boston Water Power Co. — to — City of Boston

2,181,832 sq. ft.

2,181,832 sq. ft.

[illegible]nces all the lands and flats of the said Boston Water Power Company situated within the limits and boundaries of said Public Park, as shown on said plan, which have not already this day been conveyed to said City by said [illegible].

To Have and to Hold the granted premises with all the privileges and appurtenances thereto belonging, to the said City of Boston and its heirs and assigns to its and their own use and behoof forever, but for the purpose of a Public Park.

And said corporation hereby covenants with the said grantee and its heirs and assigns, that it is lawfully seized in fee simple of the granted premises; that they are free from all incumbrances; that it has good right to sell and convey the same as aforesaid; and that it will warrant and defend the same to the said grantee and its heirs and assigns forever against the lawful claims and demands of all person.

In Witness Whereof the said Boston Water Power Company has caused its Corporate Seal to be hereto affixed, and these presents to be signed, acknowledged, and delivered in its name and behalf by James S. Whitney, its President and William B. Brown, its Treasurer, hereto duly authorized this twenty eighth day of December in the year one thousand eight hundred and seventy seven.

The Boston Water Power Company by James S. Whitney Pres't. William B. Brown, Treasurer, and the Corporate Seal, Signed and Sealed in presence of Henry D. Hyde.

Commonwealth of Massachusetts. Suffolk, S.S. Dec. 28. 1877

Then personally appeared the above named James S. Whitney, and William B. Brown and acknowledged the foregoing instrument to be the free act and deed of the Boston Water Power Company - Before me - Henry D. Hyde Justice of the Peace.

[illegible]ton Dec 28. 1877.

At a meeting of the Directors of the Boston Water Power Company [illegible] held this day at 11 o'clock A.M. it was unanimously Voted: - a quorum being present, - "That the President and Treasurer of the Boston Water Power Company are hereby authorized and directed to sign, execute, acknowledge, and deliver [illegible]

name and behalf of the Boston Water Power Company, and to affix the seal of the Corporation thereto – the four (4) Several deeds conveying land to the City of Boston for a Public Park and other purposes, copies of which are hereto annexed and marked "A." "B." "C." "D." accompanying plans of said territory, to be recorded in Suffolk Registry of Deeds." A true copy of record p. 66 and I further certify that the foregoing deed is the deed of which the copy marked "C." is referred to in the above vote.

W. B. Brown
Clerk.

Boston December 29. 1877 at one o'clock & 30 minutes P. M.
Received and Entered with Suffolk Deeds Lib. 1004. fol. 200.
Attest, Thos. E. Tinkle Reg.

Foster, Etal. — to — City of Boston.

Know all Men by these Presents.

That we, Dwight Foster, Lyman Nichols and Jacob Edwards, as we are Trustees under a certain Deed of Trust of the Boston Water Power Company, dated June 1, 1872 and recorded with Suffolk Deeds, Lib. 1219. Fol. 156, in consideration of Dollars paid by the City of Boston, the receipt whereof is hereby acknowledged, do hereby remise, release and forever quit claim unto the said City of Boston, all the right, title and interest which we may have under the aforesaid Deed of Trust in or to the following described parcels of lands and flats being a portion of the premises therein conveyed, namely:- All the lands and flats conveyed by said Deed of Trust, and included within the limits of the proposed Park on the Back Bay in the City of Boston as shown on an outlined "Plan of a proposed Public Park on the Back Bay in the City of Boston made by Francis Doane Civil Engineer and Surveyor, December 15th 1877." to be recorded with the Suffolk Registry of Deeds.

Also all the lands and flats conveyed by said Deed of Trust and included within the limits of Commonwealth Avenue extended from West Chester Park to Beacon Street, two hundred feet wide.

Also all the lands and flats conveyed by said Deed of Trust and included within the limits of Boylston Street extended from the location of the Boston and Albany Rail

Road to Parker Street, eighty feet wide. ——

[illegible] lands and flats conveyed by said Deed of Trust and included within the limits of Westland Avenue extended from West Chester Park to Parker Street eighty feet wide. ——

Also all the lands and flats conveyed by said Deed of Trust and included within the limits of [illegible] Street extended from the location of the Boston and Albany Rail Road to Falmouth Street, fifty feet wide: ——

Also all the lands and flats conveyed by said Deed of Trust [illegible] within the limits of [illegible] Street extended from the northerly line of Parker Street to Camden Street fifty feet wide. ——

Also all the lands and flats conveyed by said Deed of Trust and included within the limits of Camden Street extended from the northwesterly line of Falmouth Street to the location of the Boston and Providence Rail Road, fifty feet wide:

Together with the right of building and maintaining said streets and avenues, at such height as the City of Boston may determine with the usual slopes: ——

Also 1639 square feet of land this day conveyed to the City of Boston, by the Boston Water Power Company for [illegible] Pulmonto on West Chester Park south of the Boston and Albany Rail Road: ——

All of said streets and avenues are shown on a plan of Thomas W. Davis City Surveyor dated December 17th 1877, to be recorded with Suffolk Registry of Deeds. ——

To have and to hold the same to the said City of Boston and its successors and assigns to its and their own use and behoof forever.

But this release shall not in any way affect or impair our right to hold under the said Deed of Trust, and as security for the sum remaining due thereon, all the remainder of the premises therein conveyed and not hereby released. ——

In Witness Whereof, we have hereunto set our hands and seals this 28th day of December A. D. 1877. Dwight Foster Syman Nichols Jacob Edwards. and each a seal. In the fifth line of the third page the word "heirs" erased and the word "successors" inserted before signing Henry D. Hyde to D. F. S. N. & J. E.

Suffolk, S.S. Dec. 29. 1877. Personally appeared the aforesaid Dwight Foster, Syman Nichols, and Jacob Edwards Trustees

[illegible] to be their free act and deed. Before D. Hyde Justice of the Peace. [illegible]

[illegible]

Know all men by these Presents that I, Clin[illegible] Brinton of Philadelphia in the State of Pennsylvania, in consideration of five thousand nine hundred and thirteen $\frac{30}{100}$ dollars to me paid by the City of Boston in the County of Suffolk and Commonwealth of Massachusetts, the receipt whereof is hereby acknowledged, do hereby remise [illegible] Quit-Claim unto said City for the purpose of a Public Park all my undivided half of a certain [illegible] land, being ma[illegible] and flats situate in that part of said City which [illegible] called Roxbury in the County of Norfolk and [illegible] County of Suffolk bounded as follows, reference being had to a plan drawn by Fuller and Whitney, dated February 11-1878, and recorded herewith viz. Beginning at the northeasterly corner of the premises and running South-westerly on land now or late of the Boston Water Power Company two hundred and two $\frac{68}{100}$ (202.68) feet: then turning and running South-ea[illegible] a straight line on other land of the grantor and of William F. Binney, eight hundred and sixty six and $\frac{20}{100}$ (866.20) feet to where it intersects the arc of a circle drawn with a radius of one hundred and eighty (180) feet: thence running [illegible]erly and bounded Westerly on other land of the grantor and of said Binney on said arc of a circle one hundred and nineteen and $\frac{57}{100}$ (119.57) feet to the thread of a creek which separates the land of the grantor and of said Binney from land now or formerly of the Boston Water Power Company and marked on said plan "Back Bay Park": thence turning at an acute angle and running northerly on land of said Boston Water Power Company by the thread of said creek one hundred and seventy two feet and $\frac{97}{100}$ (172.97 feet) to land formerly of Isaac Davis deceased: thence running northerly and north-westerly by the thread of said creek, on land formerly of said Davis six hundred and eight and $\frac{65}{100}$ (608.65) feet, then turning and running north-westerly three hundred and two

Brinton to City of Boston

Plan folio. 2[illegible]

and $\frac{37}{100}$ (303.37) feet to the point of beginning and containing one hundred and eighteen thousand two hundred and sixty six (118.266) square feet of land according to said Plan be all said measurements and contents more or less. ——

And I the said grantor do hereby release said City from all claims and demands for damages which may accrue in consequence of the locating and laying out of said parcel of land as part of a Public Park if said City shall so locate and lay out the same, and also of grading the same to such grade as said City may determine not exceeding on the outside limit or boundary of said Park twenty feet above mean low water in case said City shall determine to grade the same. And I do also give and grant to said City the right to slope or bank the filling where required for said grading upon my other land adjoining said outside limit or boundary and that I will not and my heirs and assigns shall not make or have any claim against said City for damages in consequence of its omission to build or maintain a retaining wall or bulk-head to support such filling. and I do hereby covenant for myself, my heirs and assigns not to remove or permit any person or party claiming under me other than said City to remove any portion of the filling placed or sloped upon my land adjoining said Park in grading the same as aforesaid until a retaining wall or bulk-head shall be built upon the line of my adjoining land. ——

To Have and to Hold the granted premises to the said City its successors and assigns with all the privileges and appurtenances thereto belonging, to their own use and behoof forever; but for the purpose of a Public Park. ——

In Witness Whereof I, the said John F. Brinton being unmarried have hereunto set my hand and seal this fifth day of March in the year of our Lord Eighteen hundred and seventy eight. John F. Brinton his × mark and a seal, Signed Sealed and delivered the words being unmarried being first interlined. in presence of Ferre Brinton Edw. Shippen. State of Pennsylvania City and County of Philadelphia, S.S. I, Edward Shippen a Commissioner for the Commonwealth of Massachusetts residing in the City and County of Philadelphia and State of Pennsylvania do Certify that on the Seventh day of March A. D.

Eighteen hundred and Seventy Eight. the within named John F. Brinton personally appeared before me in the City and County of Philadelphia and State aforesaid and acknowledged the foregoing deed by him signed to be his free act and deed. In Witness whereof I have hereto set my hand and affixed my Official Seal in the City and County of Philadelphia and State of Pennsylvania this Seventh day of March a D 1878. Edw Shippen A. Com. of Massachusetts and his Official Seal. — Boston March 19th 1878 at 12 o'clock & 40 minutes. P. M. Rec'd & Ent'd with Suffolk Deeds Lib. 1412 Fol. 274. Attest Thos. F. Temple. Reg.

Know All Men by these Presents That I, William G. Penney of Burlington in the State of New Jersey, in consideration of five thousand nine hundred and thirteen $\frac{30}{100}$ dollars to me paid by the City of Boston in the County of Suffolk and Commonwealth of Massachusetts, the receipt whereof is hereby acknowledged do hereby remise, release and forever Quit-claim unto said City for the purpose of a public Park all my undivided half of a certain parcel of land, being marsh and flats situate in that part of said City which was formerly called Roxbury in the County of Norfolk and now in the County of Suffolk, bounded as follows, reference being had to a plan drawn by Fuller and Whitney dated February 11. 1878, and recorded herewith viz.— Beginning at the Northeasterly corner of the premises and running South westerly on land now or late of the Boston Water Power Company two hundred and two and $\frac{68}{100}$ (202.68) feet: then turning and running South easterly in a straight line on other land of the grantor and of John F. Brinton Eight hundred and sixty six and $\frac{20}{100}$ (866.20) feet to where it intersects the arc of a circle drawn with a radius of one hundred and eighty (180) feet: thence running Southerly and bounded Westerly on other land of the grantor and of said Brinton on said arc of a circle one hundred and nineteen and $\frac{57}{100}$ 119.57) feet to the thread of a creek which separates the land of the grantor and of said Brinton from land now or formerly of the Boston [illegible] marked on said plan "Back Bay Park": thence turning at an acute angle and running Northerly on land of said Boston Water Power Company by the thread of said creek one hundred and seventy two feet and $\frac{97}{100}$ (172.97 feet) to land formerly of Isaac Davis deceased: thence running northerly and northwesterly by the

Conveyed to City of Boston

thread of said creek, on land formerly of said David six hundred and eight and $\frac{65}{100}$ (608.65) feet, then turning and running North westerly three hundred and three and $\frac{37}{100}$ (303.37) feet to the point of beginning and containing one hundred and [illegible] thousand two hundred and sixty six (118,266) square feet of land according to said Plan be all said measurements and contents more or less. And I the said grantor do hereby release said City from all claims and demands for damages which may accrue in consequence of the locating and laying out of said parcel of land as part of a Public Park, if said City shall so locate and lay out the same, and also of grading the same to such grade as said City may determine not exceeding on the outside limit or boundary of said Park twenty feet above mean low water in case said City shall determine to grade the same. And I do also give and grant to said City the right to slope or bank the filling when required for said grading upon my other land adjoining said outside limit or boundary and that I will not and my heirs and assigns shall not make or have any claim against said City for damages in consequence of its omission to build or maintain a retaining wall or bulk-head to support such filling. And I do hereby [illegible] for myself my heirs and assigns not to remove or permit any person or persons claiming under me other than said City to remove any portion of the filling placed or sloped upon my land adjoining said Park in grading the same [illegible] or bulk-head shall be built upon the line of my adjoining land.

To Have and to hold the granted premises to the said City its successors and assigns with all the privileges and appurtenances thereto belonging, to their own use and behoof forever, but for the purpose of a Public Park.

In Witness Whereof I, the said William G. Binney, together with Mary F. Binney my wife who joins in this Conveyance in token of her release of dower and homestead in the released premises, have hereunto set our hands and seals this fifth day of March in the year of our Lord Eighteen hundred and seventy eight. W. G. Binney Marie Louise Binney, and each a seal Signed, Sealed and Delivered, Fourteen (14) words being first interlined in presence of Edw. S. Lansing, Franklin Woolman.

State of New Jersey City & County of Burlington, S.S. Be

it remembered that on the [illegible] of [illegible] A.D. 1878 before me [illegible] the said State, personally appeared [illegible] Louise Binney [illegible] named in the within Deed and severally acknowledged the signed, sealed & delivered the same as their free and voluntary act and deed. In witness whereof I have hereunto set my hand and Notarial Seal, the date above written. Franklin Woolman Notary Public, and his Notarial Seal.

Boston, March 19th 1878. at 12 o'clock & 40 minutes P.M. Received & Entered with Suffolk Deeds Lib 1412. Fol. 275.

Attest: Wm. H. Temple Reg.

Know all Men by these presents that we, [illegible] Davis widow of Isaac Davis deceased, and Helen L. Wolf, both of that part of the City of Boston which was formerly Roxbury in the County of Norfolk now Suffolk County, and Henry B. Bigelow of Lexington in the [illegible] of Middlesex, in consideration of Seven thousand two hundred and thirty five dollars & 60/100 to us paid by the City of Boston the receipt whereof is hereby acknowledged do hereby remise release and forever quit claim unto said City of Boston for the purpose of a Public Park a certain parcel of land being marsh and flats, in that part of said City above mentioned - bounded as follows, beginning at the Southerly angle or corner thereof and running Northerly on land formerly of Craft and now or late of the Boston Water Power Co. one hundred and thirty seven & 17/100 (137.17) feet, then turning [illegible] curved line of 180 feet radius and bounding northerly on other land of the grantors one hundred and two & 10/100 (102.10) feet thence running from the northwesterly end of said curved line Northwesterly in a straight line five hundred and ninety seven & 34/100 (597.34) feet to land of [illegible] Binney et al to a point in a creek running into Muddy River, then turning and running Southerly by the thread of said creek, which divides the land of the grantors from the land of said Binney & al, six hundred and eight & 65/100 (608.65) feet thence turning and running easterly forty five feet & 90/100 (45.90) ft. in a straight line to an angle, thence running southeasterly sixty seven & 7/100 (67.07) feet to another angle, thence running more southerly [illegible] nine

[illegible] the three lines making the division line between the land of the grantors hereby conveyed and land now or late of the Boston Water Power Co - containing Seventy two thousand three hundred and fifty six square feet according to a plan of it drawn by Fuller & Whitney dated Feb. 11. 1878. to be herewith recorded reference thereto being made, and be said contents and lengths of boundary lines more or less. And we the said grantors do hereby release said City from all claim and demands for damages in consequence of the locating and laying out of said Park and said parcel of land as a part thereof and also of grading the same to such grade as said City may determine not exceeding on the outside limit or boundary of said Park twenty feet above mean low water, in case said City shall determine to so locate and lay out and grade the same and we do also give and grant to said City the right to slope or bank the filling where required for said grading upon our other land adjoining said outside limit or boundary and that we will not and our heirs and assigns shall not make or [illegible] any claim against said City for damages in consequence of the omission to build or maintain a retaining wall or bulk head to support such filling, and we do hereby covenant for ourselves and our heirs and assigns not to remove or permit any person or party other than said City to remove any portion of the filling placed or sloped upon our land adjoining said Park in grading the same as aforesaid, until a retaining wall or bulk head shall be built upon the line of our adjoining land.

To have and to hold the granted premises with all the privileges and appurtenances thereto belonging to the said City its successors and assigns to their use and behalf forever but only for the purpose of a Public Park, and we do hereby for ourselves and our heirs executors and Administrators covenant with the said grantee its successors and assigns, that the granted premises are free from all encumbrances made or suffered by us, and that we will warrant and defend the same to said grantee its successors and assigns forever against the lawful claims and demands of all persons claiming by through or under us, but against none other. In Witness Whereof we the said Salome David

John S. L. D'Wolf [illegible]
said Henry B. Brigham [illegible]
claim of dower in the granted premises here and [illegible]
and seals this [illegible] day of [illegible] in the year of our
Lord eighteen hundred and seventy eight. Salome Da[illegible]
L. D'Wolf, Henry B. Brigham, Mary E. Brigham, and
each a seal. Signed, Sealed and delivered in presence of the
words "release" being interlined before signing also 6 words be-
tween the 1st & 2nd lines on the second page of this deed. Elizabeth
D. Brigham, Geo. Griggs, witness to signature of J. D. W. [illegible]
B. T. Batchellor. Commonwealth of Massachusetts [illegible]
Feb. 19. 1878 Personally appeared the above subscribing Henry
B. Brigham and John L. D'Wolf and acknowledged the
above instrument to be their free act and deed. Before me
George Griggs Justice of the Peace. Boston March 20th 1878
at 12 o'clock & 27 mins. P. M. Recd & Entd. with Suffolk Deeds.
Lib. 1412. Fol. 276. Attest. Thos F. Temple
Reg.

Know All Men by these Presents,

Amine
[illegible]
to
City of
Boston

That we, Justin S. Ambrose and Horace Billings, both of Boston in the County of Suffolk and Commonwealth of Massachusetts, in consideration of twenty thousand and fourteen and 10/100 dollars to us paid by the City of Boston, the receipt whereof is hereby acknowledged, do hereby remise release and forever Quitclaim to the said City of Boston and its assigns forever, for the purposes of a public park a certain parcel of land situated in that part of said Boston formerly [illegible] of the town of Brookline and bounded and described as follows: ours twenty nine and 46/100 feet, North by the same by the northerly line of the proposed extension of Boylston Street one hundred thirty four and 6/100 feet, West by the same two hundred and four and 98/100 feet, North-West again by the same by a concave curved line, with a radius of one hundred twenty eight and 80/100 feet, two hundred and one and 85/100 feet, North again by the same twenty-one and 56/100 feet, West again by the same forty eight and 38/100 feet, all these lines forming a part of the outside limit or boundary of the proposed public park of said City sometimes called the Back Bay Park, South-East by land now or formerly of the Boston Water Power Company, on three lines, twenty and 6/100 feet, eighty and 6/100 feet

and eighty-seven and $\frac{22}{100}$ feet respectively, the same forming part the thread of a creek, East by the same land ninety seven a foot, and South-East again by the same land, on four lines, eighty three feet, fifty five feet, sixty five feet, and fifty eight and $\frac{30}{100}$ feet to the way; containing twenty-three thousand one hundred and forty-one (23141) square feet, more or less. Being a part of the flats forming part of a parcel of land conveyed to us by Paul West by deed dated April 22nd 1875 and recorded with Suffolk Deeds Libro 1266, folio 42, and which was originally conveyed to us by Augustine Shurtleff by deed dated February 15th 1871, and recorded as aforesaid Libro 1039, folio 30. And for the above-named consideration we do hereby for ourselves and our respective heirs, executors, administrators and assigns severally covenant and agree with the said City of Boston that we will not and they shall not make or have any claim or demand against said City for damages, costs, expenses, or compensation for, on account of, or in any way growing out of the locating and laying out of said parcel of land as part of a public park and establishing the grade of said park at a grade not exceeding on the outside limit or boundary thereof twenty feet above mean low water mark, if said City shall so locate and lay out and grade said park; but this conveyance is made upon the stipulation and agreement to which said City shall be held to assent by accepting this deed, that said City shall determine and establish the grade of the outside limit or boundary of said park before any permanent building or structure shall be erected on the line of our land adjoining the same. And for the above named consideration we do also hereby give and grant unto the said City of Boston the right to slope or bank the filling where required for grading said park to the grade to be established as aforesaid upon our land adjoining said park, and do also hereby for ourselves and our respective heirs, executors, administrators and assigns severally covenant and agree with the said City of Boston that we will not and they shall not make or have any claim against said City for damages by reason of the omission to build or maintain a retaining wall or bulkhead to support said filling; and further that we will not and they shall not remove or permit to be removed by any person or party other than said City any portion of the filling placed or sloped upon our land adjoining said park in grading the same as aforesaid until a retaining wall or bulkhead to sup-

part said fencing shall be built upon the line of our [illegible] land.

To Have And to Hold

the buildings and appurtenances to the same belonging, to the [illegible] City of Boston, its successors and assigns, to its and their use and behoof forever. And we the said Justin S. Amb[illegible] and Horace Billings, [illegible] administrators, do covenant with the said City [illegible] its assigns, that the premises are [illegible] encumbrances made or suffered by us and that we [illegible] our heirs, executors and administrators shall, warrant and defend the same to the said City of Boston and its assigns forever, against the lawful claims and demands of all persons, claiming by, through or under but against none of us. [illegible] Julia A. Amb[illegible] wife of said Justin S. and Sarah A. Billings wife of [illegible] Horace, do hereby release unto the said City of Boston and its successors and assigns all right of dower and of homestead exemption in the released premises.

In Witness Whereof we, the said Justin S. Ambrose, Julia A. Ambrose, Horace Billings and Sarah A. Billings, have hereunto set our hands and seals this third day of May, in the year of our Lord one thousand eight hundred and seventy eight.

Justin S. Ambrose Horace Billings Julia A. Ambrose Sarah A. Billings and each a seal. Signed, [illegible] delivered in presence of five printed words struck out before signing. M. J. Gardner. P. D. Moore Witness to Julia A. Ambrose. J. P. Brewer, Witness to Sarah A. Billings & H. A. Billings. Commonwealth of Massachusetts Suffolk ss. May 3d 1878 Then personally appeared the above named Justin S. Ambrose & Horace Billings and acknowledged the foregoing instrument to be their free act and deed. Before me Moses J. Gardner Justice of the Peace. Boston May 8th 1878 at 12 o'clock & 15 minutes. P. M. Received and Entered with Suffolk Deeds Lib 1418. Fol. 274

[illegible]

Know all Men by these Presents.

That I William Aspinwall of Brookline in the County of Norfolk and Commonwealth of Massachusetts, Esquire,

Aspinwall to City of Bost.

[illegible] of three thousand seven hundred and [illegible] and no dollars paid by the City of Boston, the [illegible] undersigned do hereby give and [illegible] convey to the said City of Boston [illegible] for the purposes of a Public Park [illegible] marsh and flats, being within the exterior lines of the [illegible] Park in the Back Bay so called in said Boston, laid out by the Park Commissioners of said City as shown on plan drawn by Thomas Doane and deposited in the office of said Commissioners and bounded and described as appears on a plan of Fuller & Whitney Civil Engineers dated May 14th 1878 and annexed hereto, — Beginning at the North Easterly corner of the granted premises at a point where the Northerly line of a proposed new street bounding said park intersects the boundary between my land and land now or formerly of the Boston Water Power Company and running Westerly by said Northerly line on a curve of three hundred and seventy-three and 5/100 feet radius Two hundred fifty seven and 5/100 feet; thence Westerly by said northerly line Two hundred forty four and 13/100 feet to a point in the flats claimed by me and also by the Boston Water Power Company: thence by said flats so claimed by six lines running Southerly respectively Fifty-three and 94/100 feet, Fifty-seven and 3/100 feet, Sixty-four and 100/100 feet, Fifty and 1/100 feet, and Ninety-four and 75/100 feet, and Three and 92/100 feet to a point in the boundary line between my land and other land now or formerly of said Company: thence running North easterly by the boundary last aforesaid on two lines, the first being One hundred fifty eight and 23/100 feet, and the second Six hundred twenty and 68/100 feet to a point in the boundary first mentioned herein as being between my land and land now or formerly of said Company; thence running Northwesterly by said first mentioned boundary Seventy-eight and 81/100 feet, to the point of beginning. — And for the above named consideration I do hereby for myself and my heirs, executors, administrators and assigns covenant and agree with the said City of Boston that I will not and they shall not make or have any claim or demand against said City for damages, costs, expenses, or compensation for, on account of, or in any way growing out of the locating and laying out of said parcel of land as part of a public park and establishing the grade of said park at a grade not exceeding on the outside limit or boundary thereof twenty feet

[illegible] to which said City shall be held to assent by [illegible] this deed, that said City shall determine and establish the grade of the outside limit or boundary of said park before any permanent building or structure shall be erected on the line of my land adjoining the same. And for the above named consideration I [illegible] and grant unto the said City of Boston the right to slope or bankhead filling where required for grading said park to the grade to be established as aforesaid upon my land adjoining said park and do also hereby for myself and my heirs, Executors, Administrators and assigns, covenant and agree with the said City of Boston that I will not and they shall not make or have any claim against said City for damages by reason of its omission to build or maintain a retaining wall or bulkhead to support said filling: and further that I will not and they shall not remove or permit to be removed by any person or party other than said City any portion of the filling placed or stored upon my land adjoining said park in grading the same as aforesaid until a retaining wall, or bulkhead to support said filling shall be built upon the line of my said adjoining land. And I agree to sell and convey to said City by a good and sufficient Warranty Deed, free from all encumbrances at the rate of Ten cents per square foot any land which may be found to belong to me adjoining the six lines above described as dividing the land herein conveyed from flats claimed by me and the said Company whenever and as soon as the ownership of said flats shall be determined. The premises hereby conveyed are part of the marsh devised to me by Augustus A. Spinnevall by his Will proved in Norfolk August 19 1865 and set off to me in severalty by a partition filed in the Registry of Probate for Norfolk County and recorded with Suffolk Deeds Lib. 1371. fol. 25. To Have and to Hold the aforegranted premises, to the said City of Boston, its successors and assigns, in fee simple forever. And I, the said William A. Spinnevall, for myself and my heirs, executors and administrators do covenant with the said City of Boston and its assigns that I am lawfully seized in fee of the aforegranted premises; that they are free from all encumbrances, that I have good right to sell and convey the same to the said City of Boston, and its assigns forever, as aforesaid and that I will and my

heirs, executors and administrators shall warrant and defend the same to the said City of Boston, and its assigns forever, against the lawful claims and demands of all persons.

In Witness Whereof, We the said William Aspinwall and Aivene S. Aspinwall wife of said William Aspinwall, who for the consideration aforesaid do hereby release unto the grantee and its successors all right of or to both dower and homestead in the granted premises, have hereunto set our hands and seals this twenty-third day of May in the year of our Lord one thousand eight hundred and seventy eight. Witt: Aspinwall Aivene S. Aspinwall, and each a seal, Signed, sealed, and delivered in presence of, and three and 92/100 feet" being once interlined & "six" twice written over an erasure before signing Jon.a F. Barrett. Commonwealth of Massachusetts, Suffolk, ss. Boston May 24th 1878. Then personally appeared the above-named William Aspinwall and acknowledged the foregoing instrument to be his free act and deed. Before me, James R. Barret, Justice of the Peace.

Boston May 24th 1878. at 10 clk. & 58 minutes P. M. Received Entered and Examined with Suffolk Deeds Lib. 1420. fol. 244.

Attest, Geo. F. Temple, Reg.

Brooks to City of Boston.

Know all Men by these Presents, that I George Brooks of Brookline in the County of Norfolk Merchant in consideration of Fourteen thousand five hundred and nine dollars paid by the City of Boston, the receipt whereof is hereby acknowledged, do hereby remise, release, and forever quit claim unto the said City of Boston its Successors and Assigns forever, for a publick Park a certain parcel of marsh and flats situate in that part of said Boston formerly part of the town of Brookline and bounded northeasterly by marsh and flats now or formerly of the Boston Water Power Company there measuring three hundred and sixty six & 66/100 feet on two straight lines, Northwesterly on Marsh and flats of said Company and owners unknown there measuring six hundred and fifty seven & 74/100 feet on a line nearly straight Southerly and Southeasterly by an irregular line six hundred and eighty seven & 75/100 feet, on other land or

flats claimed by the grantor which he is informed is also claimed by the said Water Power Company. The granted premises are shown on a plan made by Butler & Whitney dated April 12th 1878. and contain according to said plan One hundred and forty five thousand and ninety square feet be the more or less. And for my title to the same reference be made to deed to me from Adam Lodge dated January 17th 1876 Recorded with Suffolk Deeds Lib. 1311 Fol. 124 also to my deed from the said City of Boston dated July 3d 1876 recorded Lib. 1333 Fol. 244 And I do for myself my heirs Executors and Administrators and assigns covenant and agree with said City its Successors and Assigns to make no claim upon said City or its successors or assigns for damages costs or expenses growing out the taking and laying out of the described premises for the purpose of a public park and of establishing the grade of said lands at a grade not exceeding on the outside limit or boundary of said park the height of twenty feet above mean low water mark if said City shall so take and lay out and grade the same, but this release is made upon the Stipulation and agreement that said City shall establish the grade aforesaid before any permanent building or structure shall be built upon such land as I may now own adjoining the premises in the park aforesaid. And I further for myself my heirs executor and administrator and assigns do also give and grant unto said City of Boston the right to slope or bank the filling where required for grading said park, to the grade to be established as aforesaid upon such lands as I may now own adjoining the described premises. And I further for myself my heirs executors and administrators and assigns covenant and agree with said City of Boston, that I will not and they shall not make or have any claim against said City for damages in consequence of the omission by said City to build or maintain a retaining wall or bulkhead to support such filling and further that I will not and they shall not remove or permit to be removed by any other person than said City any portion of the filling placed or sloped upon such land as I may now own adjoining the described premises, in grading said park as aforesaid until a retaining wall or bulkhead to support said filling shall be built upon the line of said adjoining lands. To have and to hold the granted premises,

with all the privileges and appurtenances thereto belonging, to the said City its Successors and assigns, to their own use and behoof forever. And I do hereby for myself and my heirs, executors, and administrators, covenant with the said grantee and its Successors and assigns that the granted premises are free from all incumbrances made or suffered by me and that I will and my heirs, executors and administrators shall **Warrant and defend** the same to the said grantee and its Successors and assigns forever against the lawful claims and demands of all persons claiming by, through, or under me but against none other. And for the consideration aforesaid I Eliza C. Brooks wife of said George do hereby release unto the grantee and its successors and assigns all right of or to both **dower** and **homestead** in the granted premises. **In Witness Whereof** we the said George Brooks and Eliza C. Brooks have hereunto set our hands and seals, this second day of May in the year one thousand eight hundred and seventy eight. George Brooks, Eliza C. Brooks. and each a seal, Signed and sealed in presence of George K. Brooks. The word "claim", the words "and assigns" in 3 places and 17 words between the 22d & 23d lines on the first page being interlined and 3 words in the last line but one on the second page being erased before signing. George C. Brooks [illegible] Suffolk ss. [illegible] 1878 [illegible] the above named George Brooks & Eliza C Brooks and acknowledged the foregoing instrument to be their free act and deed before me Geo. Griggs Justice of the Peace. Boston May 24th 1878, at 2 o'clock P.M. Received and entered with Suffolk Deeds. Libro 1420 folio 245. Attest: Thos. F. Temple, Register.

Know all Men by these Presents,

That I Francis J. Ward of Boston in the County of Suffolk and Commonwealth of Massachusetts in consideration of Five Thousand nine hundred and forty seven and 50/100 Dollars to me paid by the City of Boston the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey unto the said City of Boston for the purposes of a Public Park and the approaches thereto a certain parcel

and bounded and described as follows: from
point on the boundary line between the land hereby conveyed
land of Abraham Nelson at a stake and the
bounded Northwesterly by land of said
hundred eighty five (485) and 31/100 feet to the ancient thread of
Great Creek so called: thence turning and running Southeasterly
and bounded Northeasterly by the ancient thread of said Great Creek
one hundred eighty three (183) and 69/100 feet: thence turning
and running Southwesterly and bounded Southeasterly by other land
of mine two hundred fifty six (256) and 70/100 feet to a stake: thence
turning and running Southeasterly but more Westerly and bound-
ed Northwesterly by other land of mine two hundred fifty (250)
73/100 feet to the point of beginning. Containing 89,475 sq feet of
land according to a plan made by Fuller and Whitney dated
[illegible] 1[illegible] and to be [illegible]
[illegible] father Nahum Ward by his last will and testament proved,
allowed and recorded with Norfolk Probate Records Vol 100 p.157
And for the above named consideration I do hereby for my-
self my heirs executors administrators and assigns covenant and
agree to make no claim or demand whatever upon said City
of Boston for damages, costs, expenses or compensation for on ac-
count of, or growing out of the locating and laying out of said
[illegible] land [illegible] and [illegible] hundred
also growing out of grading the same as said City may deter-
mine not exceeding on the outside limit or boundary of said
Public Park and approaches thereto twenty feet above mean low
water mark, if said City shall so locate and lay out and grade
the same, but such grade shall be determined by said City
before any permanent building shall be erected upon
adjoining said outside limit or boundary. And for the above
named consideration do also hereby give and grant unto said City
the right to slope or bank the filling where required for grading
said Public Park and the approaches thereto upon my land
adjoining said outside limit or boundary: And do also hereby
for myself and my heirs, executors, administrators and assigns
covenant and agree with the said City of Boston that I will
not and they shall not make or have any claim against said
City for damages in consequence of the omission by said City

to build or maintain a retaining wall or bulkhead to support such filling further that I will not and they shall not remove permit any person or party other than said City to remove any portion of the filling placed or stored upon my land adjoining said Public Park and the approaches thereto in grading the same as aforesaid until a retaining wall or bulkhead to support such filling shall be built upon the line of my said land adjoining said Public Park and the approaches thereto.

To Have and To Hold the above granted premises with all the privileges and appurtenances to the same belonging, to the said City of Boston its successors and Assigns to their use and behoof forever. And I the said Grantor for myself and my Heirs, Executors, and Administrators, do covenant with the said Grantee, and its Successors and Assigns, that I am lawfully seized in fee simple of the aforegranted premises; that they are free from all incumbrances, that I have good right to sell and convey the same to the said Grantee, and its Successors and Assigns forever as aforesaid; and that I will and my Heirs, Executors, and Administrators shall Warrant and Defend the same to the said Grantee and its Successors and Assigns forever, against the lawful claims and demands of all persons. In Witness Whereof, I, the said Francis J. Ward and Ann Jane Ward wife of said Francis J. in token of her release of all right and title of, or to both dower and homestead in the granted premises, have hereunto set our hands and seals this First day of May in the year of our Lord one thousand eight hundred and seventy eight. Francis Jackson Ward Ann Jane Ward. and each a seal. Signed sealed and delivered in presence of Ruth M. Felton to F. J. W. Ruth F. Ward to A. J. W. Suffolk, ss. Boston May 1st 1878. Then personally appeared the within named Francis J. Ward and acknowledged the foregoing instrument to be his free act and deed, before me, J. H. Keith Justice of the Peace. Boston May 29th 1878. 12 h. 14 m. P.M. - Received and entered with Suffolk Deeds, Lib. 1421. Fol. 201 Attest:

Thos. F. Temple
Register.

Know all men by these presents that I Roland C. Shaw of Boston, in the County of Suffolk and Commonwealth of Massachusetts and Frederick C. Shaw of New York, City, County and State in consideration whereof one hundred and twenty five and 00/100 dollars paid by the City of Boston, in the County of Suffolk aforesaid the receipt whereof is hereby acknowledged, do hereby bargain, sell, and convey unto the said City of Boston its successors and assigns forever, Two undivided third parts of a certain parcel of marsh land in that part of Boston formerly Roxbury, being that part of the marsh land called the "Peleg Heath Marsh", which is included within the limits of the Public Park of the City of Boston as the same are shown upon a Plan thereof by Thomas Doane, dated Dec. 15. 187 [illegible] in Suffolk Registry of Deeds Book [illegible] and referred to in the deed of the Boston Water Power Company to the said City of Boston, dated Dec. 28th A. D. 1877 and recorded with Suffolk Deeds Lib 1400, fol. 230. Said Peleg Heath Marsh as a whole is bounded Easterly on land of the Boston Water Power Company, Northerly on Muddy River so called, Westerly on a small creek, and Southerly on a small creek separating it from land of Alex. S. Porter and in part on land of the Boston Water Power Company. Said parcel is also shown on a Plan drawn by Messrs Fuller and Whitney dated June 1st 1878 and the land hereby intended to be conveyed is the land and flats embraced within the red lines shown upon said Plan which is recorded herewith and is hereby referred to and adopted as a part of this description Subject to the taxes for the year 1878 as assessed May 1st 1878, to be assumed and paid by the grantee. And we do hereby for ourselves and our heirs and assigns release said City from all claims and demands for damages which may hereafter accrue in consequence of the locating and laying out of said parcel of land as a Public Park and also of grading the same to such grade as said City may determine not exceeding on the outside limit or boundary of said Park twenty feet above mean low water mark in case said City shall so locate, lay out and grade the same. - And we do also give and grant to said City the right to slope or bank the land [illegible] required for such grading upon our land adjoining said outside limit or boundary, and that we will not and our heirs

and assigns shall not make or have any claim against said City [illegible] tain a retaining wall or bulkhead to support such filling. And we do hereby covenant and agree for ourselves and our heirs and assigns not to remove, or permit any person or party other than said City to remove any portion of the filling placed or sloped upon our land adjoining said Park in grading the [illegible] retaining wall or bulk-head to support said filling shall be built upon the line of our adjoining land. To Have and to hold the granted premises, with all the privileges and appurtenances thereto belonging to the said City of Boston and its successors and assigns to their own use and behoof forever. And we do hereby, for ourselves and our heirs, executors and administrators, covenant with the said grantee and its successors and assigns that we are lawfully seized in fee simple of the granted premises; that they are free from all incumbrances, except as aforesaid that we have good right to sell and convey the same as aforesaid; and that we will and our heirs, executors, and administrators shall Warrant and Defend the same to the said grantee and its successors and assigns forever against the lawful claims and demands of all persons, except as aforesaid. And for the consideration aforesaid I Ida H. Shaw, wife of said William O. Shaw do hereby release unto the grantee and its successors and assigns all right of or to both dower and homestead in the granted premises. In Witness Whereof We the said Roland C. Shaw, and William O. Shaw and Ida H. Shaw said Roland C. Shaw being unmarried hereunto set our hands and seals this Tenth day of June in the year one thousand eight hundred and seventy eight. Roland C. Shaw, William O. Shaw. Ida H. Shaw, and each a seal. Signed and sealed in presence of Joseph H. Proctor Augustus Buckingham Witness for Wm. O. Shaw and Ida H. Shaw [illegible] Suffolk ss. Boston June 14. 1878. Then personally appeared the above named Roland C. Shaw, and acknowledged the foregoing instrument to be his free act and deed, before me- Dudley A. Dorr Justice of the Peace. Boston June 19. 1878, at 12 o'clock and 25 minutes,

P. O. Recorded and [illegible] to Lib. [illegible]
folio 157. [illegible]

[illegible]

Know all Men by these Presents

That I Augustus Russ of Boston, County of Suffolk in the Commonwealth of Massachusetts as Guardian of Frank O. Shaw of Vicksburg Mississippi minor and child of Francis O. Shaw late of Vicksburg aforesaid by virtue of a license granted to me on the Third day of June instant by the Probate Court for the County of Suffolk [illegible] the said minor hereinafter described at private sale, to the City of Boston for the sum of Sixteen hundred and fifty six and 40/100 dollars. Now therefore, in consideration of the said sum of Sixteen hundred and fifty six and 40/100 dollars to me paid by the said City of Boston the receipt of which sum is hereby acknowledged, I do, as Guardian as aforesaid, and by virtue of the aforesaid license, hereby grant, bargain, sell, and convey unto the said City of Boston its successors and assigns forever, said minors one undivided sixth part derived by inheritance from his grandmother [illegible] certain parcel of marsh land in that part of Boston formerly Roxbury, being that part of the marsh land called the "Pelig Heath Marsh" which is included within the limits of the Public Park of the City of Boston as the same are shown upon a Plan thereof by Thomas Doane dated Dec. 15th 1877 and recorded in Suffolk Registry of Deeds Book of Plans No 5 and referred to in the deed of the [illegible] to the said City of Boston dated Dec. 28th A. D. 1877 and recorded with Suffolk Deeds Lib [illegible] as a whole is bounded [illegible] Water Power Company, Northerly on Muddy River so called, Westerly on small creek and Southerly on a small creek separating it from land of Alex. S. Porter and in part on land of the Boston Water Power Company. — Said parcel is also shown on a plan drawn by Messrs Fuller and Whitney dated June 1st 1877 and the land hereby intended to be conveyed is the land and flats embraced within the red lines shown upon said Plan which is recorded herewith and is hereby referred

Augustus Russ. Guardian of F. O. Shaw to Cty of Boston

to and adopted as a part of this description Subject to the taxes for the year 1878. as assessed May 1st 1878 to be assumed and paid by grantee, And I do hereby release said City from all claims and demands for damages which may hereafter accrue in consequence of the location and laying out of said parcel of land as a Public Park and also of grading the same to such grade as said City may determine not exceeding on the outside limit or boundary of said Park twenty feet above mean low water mark in case said City shall so locate lay out and grade the same - And I do also give and grant to said City the right to slope or bank the filling where required for said grading upon land of said Minor adjoining said outside limit or boundary and that I will not and my successors and assigns shall not make or have any claim against said City for damages in consequence of its omission to build or maintain a retaining wall or bulk head to support such filling, And I do hereby covenant and agree for myself and my successors and assigns not to remove or permit any person or party other than said City to remove any portion of the filling placed or spread upon our land adjoining said Park, in grading the same as aforesaid until a retaining wall or bulk-head to support said filling shall be built upon the line of said Minors adjoining land. To Have and to hold the granted premises, with all the privileges and appurtenances thereto belonging, to the said City of Boston and its successors and assigns, to their own use and behoof forever. And I hereby covenant with the grantee and its successors and assigns that I am the duly appointed and legal guardian of the said minor; that the license aforesaid was granted by a court of competent jurisdiction; that I gave a bond to account for and dispose of the proceeds of said sale according to law, which bond was approved by the Judge of the aforesaid Probate Court; and I have in all respects complied with the decree of said Court authorizing said sale.

In Witness Whereof I have set my hand and seal this [illegible] day of June in the year one thousand eight hundred and seventy eight; Augustus Ruf Guardian and a seal, Signed and sealed in presence of P. H. Sears.

Commonwealth of Massachusetts. Suffolk. ss. June 14. 1878.

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

Deed of Trustee to City of Boston.

[illegible] and Commonwealth of Massachusetts, Trustee under the last will of Margaret D. Heath late of Boston in the County of Suffolk and Commonwealth of Massachusetts [illegible] Probate Court for [illegible] of a license granted to me in the Third day of June inst by the Probate Court for the County of Suffolk in said Commonwealth, have sold the real estate held by me as such hereinafter described at private sale; to the City of Boston for the sum of Sixteen hundred and fifty six and 00/100 dollars Now therefore in consideration of the said sum of Sixteen hundred and fifty six and 00/100 dollars to me paid by the said City of Boston the receipt of which sum is hereby acknowledged, I do as Trustee as aforesaid and by virtue of the aforesaid license hereby grant, bargain, sell, and convey unto the said City of Boston its successors and assigns forever, One undivided sixth part of a certain parcel of marsh land in that part of Boston formerly Roxbury being that part of the marsh land called the "Peter Heath Marsh" which is included within the limits of the Public Park of the City of Boston as the same is shown upon a plan thereof by Thomas Doane dated Dec. 15, 1877 and recorded in Suffolk Registry of Deeds Book of Plans No. [illegible] and referred to in the deed of the Boston Water Power Company to the said City of Boston dated Dec. 7, A.D. 1877 and recorded with Suffolk Deeds Lib. 1401 fol. 230 - Said Peter Heath Marsh as a whole is bounded - Easterly on land of the Boston Water Power Company, Northerly on "Muddy River" so called, Westerly on a small creek, and Southerly on a small creek separating it from the land of Alex. S. Porter and in part on land of the

Boston Water Power Company. Said parcel is also shown on a Plan drawn by Messrs Fuller and Whitney dated June 1, 1878 and the land hereby intended to be conveyed is the land and flats embraced within the red lines shown upon said Plan which is recorded herewith and is hereby referred to and adopted as a part of this description. Subject to the taxes for the year 1878 as assessed May 1st 1878 to be assumed and paid by the grantee. And I do hereby for myself and my successors and assigns release said City from all claims and demands for damages which may hereafter accrue in consequence of the locating and laying out of said parcel of land as a Public Park, and also of grading the same to such grade as said City may determine not exceeding on the outside limit or boundary of said Park twenty feet above mean low water mark in case said City shall so locate, lay out and grade the same. - And I do also give and grant to said City the right to slope or bank the filling where required for said grading upon land held by me as Trustee adjoining said outside limit or boundary, and that I will not and my successors or assigns shall not make or have any claim against said City for damages in consequence of its omission to build or maintain a retaining wall or bulk-head to support such filling. - And I do hereby covenant and agree for myself and my successors and assigns not to remove or permit any person or party other than said City to remove any portion of the filling placed or sloped upon our land adjoining said Park in grading the same as aforesaid until a retaining wall or bulk head to support said filling shall be built upon the line of adjoining land held by me as Trustee. To Have and To Hold the above granted premises, with all the privileges and appurtenances thereto belonging, to the said City of Boston and its successors and assigns, to their own use and behoof, forever. In Witness Whereof I the said Augustus Ruf Trustee hereunto set my hand and seal this Tenth day of June in the year one thousand eight hundred and seventy eight. Augustus Ruf Trustee, and a seal. Signed, sealed, and delivered in presence of S. H. Sears. Commonwealth of Massachusetts. Suffolk ss. June 11th 1878. Then personally appeared the above-named

[illegible]

Jesse, Justice of the Peace [illegible] from 10th [illegible] 12 o'clock and 20 minutes P.M. Received and entered with Suffolk Deeds, Libro 1023 folio 159.

Attest.

[illegible]

in said parcel of land in the County of Suffolk Commonwealth of Massachusetts, for [illegible] consideration of ten thousand, eight hundred and twelve & 50/100 dollars to it paid by the City of Boston a municipal corporation established by law in said County of Suffolk the receipt whereof is hereby acknowledged, do hereby give grant [illegible] and convey unto the said City of Boston, its successors and assigns forever a certain parcel of land situated [illegible] the proposed Back Bay park, so called in said Boston, being a part of the "Island Marsh" so called, containing 108120 square feet according to plan made by [illegible] dated June 13, 1873, and additions in red June 11, 1878, herewith to be recorded, to which reference is hereby made and bounded and described according to said plan as follows, Northeasterly by the line of low water on the fourteenth day of November 1873, as shown on said plan in the "great Creek" now called Muddy River, being an irregular line, five hundred & sixty six & 43/100 feet. Northwesterly by the thread of a creek being an irregular line one hundred and ninety nine & 28/100 feet. Southwesterly by land now or formerly of the Boston Water Power Company five hundred and five & 93/100 feet. Southerly by the thread of a creek, as shown in red on said plan, being an irregular line, one hundred & six & 41/100 feet, and Southeasterly by other land of the grantor, being the outside limit of said park by a partly curving line two hundred and fifty one & 73/100 feet; And the grantor doth hereby release said City from all claims and demands for damages which may hereafter accrue in consequence of the locating and laying out of said parcel of land as a public park and also of grading the same to such grade as the City may determine, not exceeding on the outside limit or boundary of said Park, twenty feet above mean low water, in case the City shall so lay out and shall determine so to grade the

same. And the grantor doth also give and grant to said City the right to slope or bank the filling where required for said grading upon other land of the grantor adjoining said outside limit or boundary and agrees that it will not and its successors and assigns shall not make or have any claim against said City for damages in consequence of its omission to build or maintain a retaining wall or bulk head to support such filling and said grantor doth hereby covenant and agree for itself and its successors and assigns, not to remove or permit any person or party other than said City to remove, any portion of the filling placed or sloped upon its land adjoining said park in grading the same as aforesaid, until a retaining wall or bulk head to support said filling shall be built upon the line of its adjoining land. But this covenant is made with the understanding that said grantor shall not be responsible for any acts of the grantee or their heirs or assigns in violation of the covenants and agreements herein contained. Being a part of the same premises conveyed to said Trustees by Edward Morris Minor, by deed dated October 27, 1887. To Have and to Hold the above granted premises, with the rights, easements, and appurtenances thereto belonging, to the said City of Boston, its successors and assigns, to their use and behoof forever. And the grantor for itself and its successors doth covenant with the grantee its successors and assigns that it is lawfully seized in fee simple of the granted premises: that they are free from all encumbrances; except the taxes for the current year which the grantee assumes and agrees to pay, that it has good right to sell and convey the same to the grantee its successors and assigns forever subject as aforesaid; and that it will, and its successors shall warrant and defend the same to the grantee its successors and assigns forever, against the lawfull claims and demands of all persons, except as aforesaid.

In Witness Whereof the said Trustees of Eliot School have caused its corporate seal to be hereto affixed and these presents to be signed acknowledged and delivered, in its name and behalf by Thomas H. Scavens, its Treasurer hereunto duly authorized and approved by M. D. Ross the Chairman of said Trustees - this eighteenth day of July in the year of our Lord eighteen hundred and ninety eight. Trustees of Eliot School by Thomas H. Scavens Treasurer, Approved

by M. D. Ross Chairman of [illegible] [illegible] and the corporate seal, [illegible] [illegible] Thos W. Searcens [illegible] V. Balch Wm E. James. Chas Brewer. John M. Ordway M. D. Ross. Josiah H. Curtis Trustees of Eliot School

[illegible]

[illegible] Treasurer Mary R. Searcens. Commonwealth of Massachusetts. Suffolk S.S. Boston July 18th 1878. Then personally appeared the above named Thomas W. Searcens Treasurer and acknowledged the above instrument to be the free act and deed of [illegible] [illegible] Justice of the Peace.

Boston July [illegible] [illegible] [illegible] Rec'd Entered [illegible] [illegible] [illegible]

Attest [illegible]

[illegible]

The Following is subjoined to the Preceding.

[illegible] Trustees met at the house of Charles [illegible] [illegible] o'clock P.M. All were present. The following officers were elected for this year: M. D. Ross Chairman John M. Ordway [illegible] Thomas W. Searcens Treasurer Charles Brewer William E. James Auditors. It was voted that the meetings be held hereafter the first Saturday of each month. Adjourned. John M. Ordway Secretary.

The [illegible] book of the Trustees of the Eliot School. John M. Ordway Secretary, May 11th 1875

September 28th 1877. The Trustees met at the house of Capt. Charles Brewer at 7.30 P.M. Present, Messrs Ross, Brewer, Searcens, Balch, James.

It was voted that Messrs Searcens and Ross be empowered to sell the [illegible].

It was voted that Thomas W. Searcens the [illegible] [illegible] [illegible] [illegible] and [illegible] [illegible] the [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] Chairman M. D. Ross. The [illegible] [illegible]

and exact copy from the record book of the Trustees of the Eliot School. John M. Ordway, Secretary. May 14, 1878.

Weld et al. — to — City of Boston.

Know all men by these presents that I Samuel Weld of Boston in the County of Suffolk and Commonwealth of Massachusetts both in my own right and as I am Trustee under an Indenture between Epes Sargent and Elizabeth W. Sargent his wife, of the first part and myself of the second part dated October 13th A. D. 1871, and recorded with Suffolk Deeds Libro 1078 folio 161 by virtue and in execution of the power possessed by me under said Indenture and of the written direction and request of said Elizabeth W. Sargent herein contained and of every other power me hereto enabling, and also we, Clifford B. Weld of Northfield in the County of Franklin and said Commonwealth and the said Epes Sargent and Elizabeth W. Sargent of said Boston in consideration of thirty two hundred and ninety six and 60/100 (3296 60/100) dollars to us paid by the City of Boston the receipt whereof is hereby acknowledged do hereby give, grant, bargain, sell, and convey to the said City of Boston and its successors and assigns forever for the purposes of a public park a certain parcel of land situated in that part of said Boston formerly Roxbury and bounded, North by other land of ours by a concave curved line, forming the outside limit or boundary of the proposed public park on the Back Bay, so called, and drawn with a radius of three hundred and fifty (350) feet, two hundred and one, and one one hundredth (201 1/100) feet. North East by land of a person unknown sixty seven and sixty eight one hundredths (67 68/100) feet. North by the same thirty one and sixty two one hundredths (31 62/100) feet. East by land formerly of the Boston Water Power Company or Muddy River on two lines one and seventy eight one hundredths (1 78/100) feet and one hundred and five and four one hundredths (105 4/100) feet, respectively. South West thirty four and twenty one one hundredths (34 21/100) feet South East one hundred thirty nine and sixty three one hundred-

the 100 rod) feet [illegible]

[illegible] 197 22/100 [illegible]

[illegible] (6)

square feet more or less, said parcel is shown on a [illegible]

made by Elmer and Whitney civil engineers and [illegible]

dated June 7th 1878 and to be recorded [illegible]

The described premises are part of a parcel of land which [illegible] conveyed by Luke Stall and Sarah Chamberlain to Samuel Weld by deed dated January 19th 1795 and recorded with Norfolk Deeds Libro 3, folio 79. Samuel Weld last mentioned died seized thereof and intestate in the year 1826 and his whole estate descended to his only child and heir-at-law Samuel W. Weld. Said Samuel W. W. died intestate in the year 1829 and his estate descended to his three children, said Samuel Weld, one of the grantors herein, said Elizabeth W. Sargent (who was then unmarried) and George Weld, now deceased, subject to the right of dower of Nancy Weld widow of said Samuel W. Weld who is also now deceased. Said George Weld died intestate December 21st 1855 a resident of Northboro in the County of Worcester and his estate descended to his only child and heir-at-law the said Clifford R. Weld subject to the right of dower of Mary E. R. Weld, widow of said George. Said Mary E. R. Weld afterwards married Paul Willard and is now again a widow. The covenant hereinafter contained are made severally and not jointly, and shall be held to apply as follows on the part of Samuel Weld, first named herein, to the undivided third part of the described premises owned by him in his own right on the part of said Epes Sargent and Elizabeth W. Sargent to the undivided third part of said premises held by said [illegible] Weld as Trustee under said Indenture and on the part of said Clifford R. Weld to the undivided third part of said premises owned by him. And to comply with the requirements of said Indenture, I, the said Elizabeth W. Sargent do hereby request and direct the Samuel Weld Trustee as aforesaid to make this conveyance to the City of Boston. And for the above named [illegible] and for themselves and our respective heirs, [illegible]

ministrators, and assigns severally covenant and agree with the said City of Boston that we will not and they shall not make or have any claim or demand against said City for damages, costs, expenses, or compensation for or on account of or in any way growing out of the locating and laying out of the above described parcel of land as part of a public park and out of the grading said park to such grade not exceeding on the outside limit or boundary thereof twenty (20) feet above mean low water mark as said City may determine if said City shall so locate and lay out and grade said park. And for the above named consideration we do also hereby give and grant unto the said City the right to slope or bank the filling where required for grading said park to the grade which may be determined and established as aforesaid upon our land adjoining said park and do also for ourselves and our respective heirs, executors administrators, and assigns hereby severally covenant and agree with the said City of Boston that we will not and they shall not make or have any claim against said City for damages by reason of its omission to build or maintain a retaining wall or bulkhead to support such filling and further that we will not and they shall not remove or permit to be removed by any person other than the officers or agents of said City any portion of the filling placed or sloped upon our land adjoining said park in grading the same as aforesaid until a retaining wall or bulkhead to support said filling shall be built upon the line of our land adjoining said park.

To Have and to hold the aforegranted premises to the said City of Boston, its successors and assigns, in fee simple forever. And we, the said grantors, for ourselves and our heirs, executors and administrators do covenant with the said City of Boston, and its assigns that we are lawfully seized in fee of the aforegranted premises; that they are free from all incumbrances, that we have good right to sell and convey the same to the said City of Boston and its assigns forever as aforesaid; and that we will, and our heirs, executors and administrators shall warrant and defend the same to the said City of Boston and its assigns forever against the lawful

claims and demands of all persons land [illegible] consideration aforesaid I, Alice [illegible] widow of George Weld deceased do hereby release unto the said City of Boston and its successors and assigns all rights of dower and of homestead exemption in the granted premises. In Witness Whereof, we, the said Samuel Weld, Samuel Weld, Trustee as aforesaid, Elizabeth W. Sargent, Elizabeth W. Sargent, Clifford R. Weld and Mary E. R. Willard, the said Samuel Weld and Clifford R. Weld both being unmarried have hereunto set our hands and seals this twenty ninth day of July in the year of our Lord one thousand eight hundred and seventy eight. Samuel Weld, Samuel Weld, Trust. Chas Sargent, Elizabeth W Sargent, Clifford R. Weld, Mary E. R. Willard, and each a seal, Signed, Sealed and delivered in presence of (the word exemption written over an erasure and the words, Samuel Weld Trustee as aforesaid interlined before signing. Andreas Blume to S. W. Maria M. Whitcomb witness E. S. & E. W. S. J. F. Brewster, witness to C. R. Weld & M. E. R. Willard. _____

Commonwealth of Massachusetts Suffolk ss. Aug. 5th 1878. Then personally appeared the above named Samuel W. [illegible] and acknowledged the foregoing instrument to be his free act and deed, before me, [illegible] Justice of the Peace. _____ Boston Aug. 6 1878 at 1 o'clock 40 min. P. M. Received & Entered with Suffolk deeds lib. [illegible] fol. 165. Attest. Wm. F. Temple, R.

Know all Men by these Presents.

That I William Roberts of Waltham in the County of Middlesex and State of Massachusetts in consideration of Forty nine hundred ninety five $\frac{60}{100}$ Dollars to me paid by the City of Boston the receipt of which is hereby acknowledged do hereby remise release and forever quit claim unto the said City of Boston and its assigns forever for the purposes of a public park all that parcel of land or flats in said Boston bounded, Southerly on my other land lying between the premises hereby granted and the northwestern line of Parker Street seventy one $\frac{99}{100}$ feet, Southeasterly on land now or formerly of the Boston Water Power Company

Wm. Roberts to City of Boston

Three hundred twenty seven $\frac{60}{100}$ feet, Northerly on land formerly of Hyman, supposed to be now or lately of Alex. S. Porter one hundred sixty five $\frac{30}{100}$ feet, Easterly on the same land thirty seven feet, in part on the same land and in part on land or flats now or formerly of Heirs of [illegible] Heath (the said boundary being in part by the middle line of a creek) by four lines Forty four $\frac{30}{100}$ feet Twenty five $\frac{26}{100}$ feet Thirty two $\frac{71}{100}$ feet and thirty two feet, Easterly on the land or flats now or formerly of said Heirs of Heard by two lines twenty two $\frac{3}{100}$ feet, and Ninety four $\frac{30}{100}$ feet: Northwesterly on land or flats of the Boston Water Power Company Twenty one $\frac{22}{100}$ feet and eight $\frac{57}{100}$ feet, the said two lines being the line of low water, as shown on the plan hereinafter mentioned: Westerly on land or flats now or lately of Simmons and Blake Trustees by two lines Eighty two $\frac{68}{100}$ feet and Eight $\frac{71}{100}$ feet, Southwesterly on my other land or flats by a line which is the segment of a circle of 650 feet radius, one hundred six $\frac{45}{100}$ feet, and then still Southwesterly but more Westerly by a line which is the segment of a circle of one hundred thirty six feet radius one hundred nine $\frac{96}{100}$ feet: Then Westerly on my other land Three hundred thirty nine $\frac{77}{100}$ feet to the boundary line first described: containing 49.956 square feet. ——

The said premises are shown on a plan made by Fuller and Whitney dated April 27. 1878, herewith to be recorded, to which plan reference is to be had for a better understanding of the boundaries aforesaid. But no right of way over my adjoining land is hereby granted, nor is any way of necessity over my adjoining land to be claimed as appurtenant to the premises hereby granted. ——

And for the above consideration I do for myself and my heirs, Executors administrators and assigns Covenant and agree with the said City of Boston that I will not and they shall not make or have any claim or demand against said City for damages, costs, Expenses, or compensation for on account of or in any way growing out of the locating and laying out of said parcel of land as part of a public park and establishing the grade of said Park at a grade not exceeding on the outside limit or boundary hereof twenty feet above mean low water mark, if said City shall so locate and lay out and grade said park, but this Conveyance

is made upon the stipulation and agreement to which said City shall be held to assent by accepting this deed that said City shall determine and establish the grade of the out side limit or boundary of said park before any permanent building or structure shall be erected on the line of my land adjoining the same

And for the above named consideration I do also hereby give and grant unto the said City of Boston the right to slope or bank the filling where required for grading said park to the grade to be established as aforesaid upon my land adjoining said park and do also hereby for myself and my heirs, Executors, administrators and assigns covenant and agree with the said City of Boston that I will not and they shall not make or have any claim against said City for damages by reason of its omission to build or maintain a retaining wall or bulkhead to support said filling and further that I will not and they shall not remove or permit to be removed by any person or party other than said City any portion of the filling placed or sloped upon my land adjoining said Park in grading the same as aforesaid until a retaining wall or bulkhead to support said filling shall be built upon the line of my said adjoining land

To Have and to Hold the above released premises, with all the privileges and appurtenances to the same belonging to the said City of Boston and its assigns to it and their own use and behoof forever in Fee Simple

And I the said William Roberts for myself and my heirs Executors and administrators do covenant with the said City of Boston and its assigns that the premises are free from all incumbrances made or suffered by me and that I the and my heirs Executors and administrators shall Warrant and Defend the same to the said City of Boston and its assigns forever against the lawfull claims and demands of all persons claiming by through or under me but against none other

In Witness Whereof I the said William Roberts (being unmarried) have hereunto set my hand and seal this Fifth (5th) day of December in the year of our Lord Eighteen hundred and seventy Eight. 1878 William Roberts and a seal. Executed and Delivered In presence of Arnold

Attest. Commonwealth of Massachusetts, Suffolk ss. December 5th 1878. Then personally appeared the above named William Roberts and acknowledged the foregoing instrument to be his free act and Deed before me Arnold A. Rand Justice of the Peace.

Boston Dec 5 1878 at 12 o'clock & 33 min P.M. Received & Entered with Suffolk Deeds Lib. 1401. fol 309

Attest, Thos. F. Temple Reg.

Chas. F. Shimmin Guar. of John P. — to — City of Boston.

Know all Men by these Presents that whereas I, Charles F. Shimmin of Boston in the Commonwealth of Massachusetts, as Guardian of John P. Shimmin an insane person by virtue of a license granted to me on the thirty first day of December A.D. 1877 [illegible] in said Commonwealth sell the real estate of the said ward hereinafter described, at public auction, on the fifth day of December A.D. 1878 to the said City of Boston for the sum of Four thousand one hundred and twenty five 30/100 dollars, which amount was bid by the said City of Boston and was the highest bid made therefor at said auction.

Now therefore in consideration of the said sum of Four thousand one hundred and twenty five 30/100 dollars to me paid by the said City of Boston the receipt whereof is hereby acknowledged, I do, as Guardian as aforesaid, and by virtue of the aforesaid license, hereby grant, bargain, sell, and convey, unto the said City of Boston a portion of a certain parcel of land situated in that part of said City of Boston formerly Roxbury in the County of Norfolk containing by estimation one and three quarters acres, and bounded Easterly on a creek from the Island Bridge (now or formerly so called) to the Bay, Southerly by land now or formerly of Deacon David Field, Westerly by land formerly of William Heath, and Northerly by land now or formerly of the aforesaid Field viz. that portion of the above described parcel which falls within the boundary lines of a proposed Park to be located and laid out by said City of Boston said portion being bounded and described as follows, namely, beginning on the Westerly boundary line at its

point of intersection with the Southerly line of a [illegible] Street bounding said proposed Park and running Northerly by land of the Boston Water Power Company to a point thence turning and running Easterly by said Company's land to the thread of the creek, thence turning and running in a Southerly direction by the said thread of the creek and by land of the Thompson heirs to land of said Company, thence turning and running Westerly by said Company's land to the Westerly line of the [illegible] Hunting Avenue and Rumstead lane extended; thence turning and running Northerly and North westerly by the curved line of said approach and of said proposed street as shown by the red lines on a plan numbered Seven (7) being a modification of plan number four (4) drawn by Thomas Doane dated October 22. 1877 and deposited in the office of the Board of Park Commissioners, to the point of beginning, and estimated to contain 34.115 square feet more or less, together with the right to slope or bank upon the remaining land of said Ward, the filling required to grade said portion to a grade not exceeding twenty (20) feet above mean low water mark. Said parcel is accurately shown upon a plan made by Fuller and Whitney Civil Engineers dated June 8th 1878, and to be recorded herewith. ——

And I do hereby as guardian as aforesaid covenant and agree with the said City of Boston not to make or have any claim or demand against said City for damages by reason of the taking and laying out of the described premises as part of a Public Park, if said City shall so take and lay out the same or by reason of grading said park to a grade not exceeding the grade aforesaid. ——

To Have and to Hold the granted premises, with all the privileges and appurtenances thereto belonging, to the said City of Boston and its Successors and Assigns, to their own use and behoof forever. ——

And I hereby Covenant with the grantee and its successors and assigns, that I am the duly appointed and legal guardian of the said minor; that the license aforesaid was granted by a Court of Competent jurisdiction

that I gave a bond to account for and dispose of the proceeds of said sale according to law, which bond was approved by the Judge of said Probate Court; that the notice of the time and place of said sale was given according to the order of said Court; and that the land was sold accordingly at public auction as above set forth.

In Witness Whereof, I hereto set my hand and seal, this fifth day of December in the year one thousand eight hundred and seventy eight. Chas. F. Shimmin. Guardian for John P. Shimmin, and a seal. —— Signed and sealed in presence of Eight printed words first cancelled. The word "ward" substituted for "minor" erased, and the written word said inserted before execution. Wm. O. Williamson, —— Commonwealth of Massachusetts. Suffolk ss. December 18th 1878 Then personally appeared the above-named Charles F. Shimmin Guardian and acknowledged the foregoing instrument to be his free act and deed, before me- Wm O. Williamson Justice of the Peace. Approved. James R. Barret, Assistant City Solicitor. —— Boston Dec. 19. 1878. at 12 o'clock and 28 minutes, P.M. Received and entered with Suffolk Deeds, libro 1443. folio 196.

Attest. Thos. F. Temple. Register.

Robinson. et. al. To —— to —— City of Boston. ——

Know all men by these presents that we Thomas Robinson, Westley Averill and Fred B. Gunn, all of Boston in the County of Suffolk and Commonwealth of Massachusetts, as we are Trustees for the several associates, who are known by the name of the Equitable Land Company of Boston, as witness and in pursuance of the powers possessed by us under the deed of George R. Wall to us hereinafter mentioned and of every other power us hereto enabling and in consideration of one dollar to us paid by the City of Boston, a municipal corporation duly established by law in said Commonwealth, the receipt whereof is hereby acknowledged, do hereby grant, remise, release and forever quitclaim unto the said City of Boston a certain parcel of marsh land and flats situate on Muddy River, so called, in that part of said Boston formerly Roxbury and

bounded, South-East on land formerly of Samuel Weld and others sixty-two and seventy-five one hundredths (62.$\frac{75}{100}$) feet South on the same land and on land formerly of the Boston Water Power Company, three hundred and ten and ninety one hundredths (310.$\frac{90}{100}$) feet, East, South-East and East again on other land formerly of said Boston Water Power Company, by three several lines one hundred and seventeen and ninety one-hundredths (117.$\frac{90}{100}$) feet; two hundred and twenty one (221) feet and one hundred and fourteen and forty-one one-hundredths (114.$\frac{41}{100}$) feet respectively, North-West by the northerly boundary line of the proposed public park of said City, sometimes called the Back Bay Park, one hundred and seventy five and forty-seven one-hundredths (175.$\frac{47}{100}$) feet North West again but more West by the same line two hundred and sixty-eight and seventy-eight one-hundredths (268.$\frac{78}{100}$) feet on a convex curved line drawn with a radius of three hundred and fifty (350) feet, and again North-West by the same line one hundred and sixty-seven and seventy-six one-hundredths (167.$\frac{76}{100}$) feet on a concave curved line drawn with a radius of three hundred and fifty (350) feet: containing one hundred and twenty-one thousand six hundred and thirteen (121,613) square feet, more or less. Being a part of the land conveyed to us by the said George E. Hall by deed dated June 20th 1877 and recorded with Suffolk Deeds Libro 1379. folio 246, and being shown on a plan made by Fuller and Whitney, Civil Engineers and Surveyors dated Jan. 18. 1879 and to be recorded herewith.

And for the above named consideration we do also hereby give and grant unto the said City of Boston the right to slope or bank the filling, when required for grading said proposed public park to such grade as said City may determine when not exceeding on the outside limit or boundary of said Park twenty (20) feet above mean low-water mark, upon the lands adjoining said park now belonging to us or which may be conveyed or released to us by the said Boston Water Power Company: and do also, for ourselves and our successors and assigns hereby covenant and agree with the said City of Boston that we will not and they shall not make or have any claim or demand

against said City of Boston for damages for, on account of, or in any way growing out of the taking and laying out of the described premises as part of a public park, or the grading of said Park to the grade aforesaid, if said City shall so take and lay out, or grade said park; and we do also, for ourselves and our successors and assigns, further covenant and agree with the said City of Boston that we will not and they shall not make or have any claim or demand against said City for damages for, on account of, or in any way growing out of the omission by said City to build or maintain a retaining wall or bulk-head to support such filling; and that we will not and they shall not remove or permit to be removed by any person other than the officers or agents of said City any portion of the filling placed or sloped upon our said adjoining lands in grading said park as aforesaid until a retaining wall or bulkhead to support such filling shall be built upon the line of said lands adjoining said park.

To have and to hold the released premises to the said City of Boston and its successors and assigns in fee simple forever.

In Witness Whereof we the said Thomas Robinson, Hartley Averill and Fred B. Ginn, Trustees as aforesaid, hereunto set our hands and seals this twenty-fifth day of January in the year [illegible] thousand eight hundred and seventy-nine.

Thomas Robinson Trustee. Fred B. Ginn Trustee. Hartley Averill Trustee, and each a seal. In presence of W. H. Burrall, W. H. H. Graves, as witnesses of signature of Fred B. Ginn

Commonwealth of Massachusetts. Suffolk ss. April 7th A.D. 1879. Then personally appeared the above-named Thomas Robinson & Hartley Averill Trustees &c, and acknowledged the foregoing instrument to be their free act and deed, before me, Asa Cottrell Justice of the Peace.

State of California, County of Alameda, s.s. I, Will H. Burrall a Notary Public in and for Alameda County in the State of California, duly commissioned and qualified and residing in the City of Oakland in said County of Alameda, State of California do hereby certify that on the seventh day of February A.D. 1879 the above named Fred B. Ginn Trustee for the [illegible] associates who are known by the name of the Equitable Land Company of Boston, personally appeared before me at said City of

Oakland in the County of Alameda, State of California, and acknowledged the foregoing instrument by him signed as such Trustee to be his free act and deed as Trustee aforesaid

[illegible]

of Alameda, State of California this seventh day of February A.D. 1879. Fred A. Murrall Nota[illegible] Alameda County California. and his official seal.

State of California, County of Alameda. SS. I, Chas. G. R[illegible] County Clerk of the County of Alameda, State of [illegible] Clerk of the County Court of said County which is a Court of Record, do hereby certify that Will H. Murrall [illegible] named is subscribed to the certificate or proof of acknowledgement of the annexed instrument and therein written [illegible] at the time of taking such proof or acknowledgment a Notary Public in and for said County, duly commissioned and qualified, and authorized by law to take the same; and full faith and credit are due to all his official acts as such Notary Public.

And I do further certify that I am well acquainted with the handwriting of the said Notary Public, and verily believe that the signature to the said certificate, or proof of acknowledgment, is genuine. In Witness Whereof, I have hereunto set my hand and affixed the seal of said County Court at my office in the City of Oakland, County of Alameda, this 7th day of February, A.D. 1879. Chas. G. Reed. County Clerk and Clerk of the County Court of Alameda County. By ~ Deputy Clerk, and the Court seal.

Boston June 24. 1879. at 2 o'clock & 30 min. P.M. Recd & Entd. with Suffolk Deeds. Lib. 1461. fol 20.

Attest. Thos F. Temple, Reg.

The undersigned duly appointed and qualified as the Board of Park Commissioners in the City of Boston, by virtue of and according to the provisions of the Act of the Legislature of the Commonwealth of Massachusetts entitled "an act for the laying out of Public Parks in or near the City of Boston" being Chapter 185 of the Acts of the year 1875 by the authority conferred upon us

City of Boston et al. Est: — to — City of Boston

by the said Act and by the City Council of said City of Boston, which has made the appropriation necessary to cover the estimated expense of our action in the premises have taken and hereby do take and locate as a public park or parks, the following described parcels of land, with all the buildings and fixtures thereon, situated in the said City of Boston, viz: ——

A parcel of land belonging to the City of Boston, bounded and described as follows: Beginning at a point in the southerly line of Beacon Street, on land of the Boston Water Power Company, and running southerly so as to form a right angle with the centre line of Commonwealth Avenue extended, and intersecting said centre line at a point distant 825 feet from the centre of Fairfield Street, thence, 413.22 feet to the location of the Boston Water Power Company; thence westerly on said location 300.17 feet; thence northerly on other land of said company, 790.31 feet, to said Beacon Street; thence northeasterly on said Beacon Street, 316.34 feet, to the point of beginning and containing 239,781 square feet, more or less. ——

A parcel of land belonging to the City of Boston bounded and described as follows: Beginning on the southerly line of Boylston Street, at its intersection with the westerly line of Parker Street, and running westerly by the southerly line of said Boylston Street extended, 253.46 feet; thence southerly 1510.[illegible] feet; thence easterly 120 feet; thence southerly again, 100 feet; thence easterly again, 96 feet to said Parker St. all on land of the Boston Water Power Company; thence southerly on said Parker Street, 300 feet; thence westerly, 96 feet; thence southerly, 100 feet; thence westerly again, 120 feet; thence southerly again, 416.23 feet, all on other land of said company; thence south westerly on said land of said company, on land of Peleg Heath heirs, and again on said land of said company 694.71 feet; thence westerly and south-westerly by [illegible] lines, by the thread of a small creek, 704.09 feet; thence southeasterly by four lines, 271.86 feet; thence north-easterly, by two lines, by the thread of another creek, 42.40 feet all on land hereinafter described as taken from Alexander S. Porter; thence southerly on land of said Company, 219.02 feet, to said Parker Street; thence south-westerly on said Parker Street, 166.73 feet; thence south-westerly again on land of said Company, and land of William Rotch by the northerly line of

a proposed extension of Huntington Avenue, 82.87 feet; thence northerly on land of James H. Eaton, trustee, and on land of said Roberts, 339.86 feet; thence north-westerly by a curved line 136 feet radius, 109.96 feet; thence north-westerly again by a curved line of 650 feet radius, 106.45 feet, all on said land of Roberts; thence north-westerly again by two lines, 90.89 feet; thence south-westerly by two lines, 79.56 feet, all on land hereinafter described as taken from Davis, Johnson and others; thence westerly and south-westerly on land of said company and on land of the Trustees of Eliot School, by a curved line of 650 feet radius, 718.21 feet; thence south-westerly on said trustees' land by a straight line, 137.83 feet; thence westerly, south-westerly and southerly, on land hereinafter described as taken from Frederick Ayer by eighteen lines, by the thread of a creek, 656.03 feet; thence north-westerly, 48.89 feet; thence south-westerly, 346.84 feet; thence south-easterly, by three lines by the thread of a creek, 117.60 feet, all on land hereinafter described as taken from Edward Thompson and others; thence south-westerly on land of Francis J. Ward, 256.70 feet; thence south-westerly again, on said land of Ward, by the northerly line of said Huntington avenue, as proposed, 250.25 feet; thence north-easterly on land of Abraham Folsom, and on land of said Company, 784.58 feet; thence northerly on said land of said company, and on land of John T. Shimmin, by a curved line of 250 feet radius, 208.98 feet; thence north-westerly on said land of Shimmin, and on land of said company, by a c[illegible] line of 1700 feet radius, 824.35 feet; thence northerly on said land of said company, and on land of Binney and Brinton, by a curved line of 180 feet radius, 151.59 feet; thence north-westerly on said land of Binney and Brinton, and on land of said Company, 969.70 feet to Brookline Avenue; thence north [illegible] on said Brookline [illegible] 202.67 feet; thence south-easterly on land of said company, on land of Binney & Brinton, and on land of Isaac Davis heirs, 102.56 feet; thence easterly on said land of Davis heirs, and on land of said company, by a curved line of 180 feet radius, 115.87 feet; thence easterly, more Northerly, on said land of said company, on land of Samuel Weld heirs, on land of Dwight Foster and others, trustees, and on land of Robinson, Averill and others, trustees,

by a curved line of 300 feet radius, 561.88 feet; thence north-easterly on said land of Robinson and others, trustees, and on other land of said Foster and others trustees, by another curved line of 350 feet radius, 268.78 feet; thence north-easterly, more easterly, on said land of said Foster and others, trustees, 175.10 feet; thence southerly on land hereinafter described as taken from the City of Boston or William Aspinwall, or both, by three lines, 403.41 feet; thence north-westerly, by four lines, 761.30 feet; thence south-westerly by two lines 199.59 feet; [illegible] feet, all on land hereinafter described as taken from J. W. Noyes, or the Boston Water Power Company; [illegible] feet; [illegible] by nine lines, 469.51 feet, all on said land taken from the City of Boston or William Aspinwall, or both; thence north-easterly on land of said Aspinwall, 244.13 feet; thence northerly on said land of Aspinwall and on land of said Company, by a curved line of 373.50 feet radius, 586.69 feet; thence north-westerly on said land of said Company, and on land of Ambrose and Billings, 301 feet; thence north-easterly, 21.50 feet; thence north-easterly more northerly, by a curved line of 128.50 feet radius, 201.85 feet; thence north-westerly, 205 feet, to the northerly line of Boylston Street extended in a straight line; thence easterly on said northerly line, 134.72 feet, all on said land of Ambrose and Billings; thence north-easterly on said land of Ambrose and Billings, and on land of said Company, 105.77 feet; thence northerly on said land of said Company, 132.67 feet, to the location of the Boston & Albany Railroad; thence easterly on said location, 400.12 feet; [illegible] feet; [illegible] south-easterly, 3110.89 feet, to the northerly line of Boylston Street extended; thence easterly on said northerly line, 356.26 feet, to the intersection of said northerly line with the westerly line of Parker Street, all on land of said Company; thence southerly, 93.87 feet, to the point of beginning; excepting a parcel of land hereinafter described as taken from the City of Boston, or a person or persons unknown and containing within said excepted portion, 41,151.786 square feet, more or less.

A parcel of land belonging to Alexander S. Porter, bounded and described as follows; Beginning at a point on the [illegible] line of the [illegible] in entrance of the Back Bay

park, so called distant 719.02 feet northerly from the [illegible] westerly line of Parker Street, and running south-[illegible] two lines by the thread of a small creek, 47.40 feet [illegible] north-westerly, by four lines, 271.86 feet; thence north-easterly and easterly, by eleven lines, by the thread of another creek, 304.0[illegible] all on land hereinbefore described as taken from the City of Boston; thence south-westerly, 98.50 feet; thence southerly, 86.15 f[illegible] on other land of said Porter to the point of beginning, and c[illegible] 34.80[illegible] square [illegible]

A p[illegible]

[illegible] and George B. Blake Jr. and George A. Simmons [illegible] bounded and described as follows: Beginning [illegible] on the south-easterly boundary of the Ba[illegible] called distant 106.45 feet north-westerly from the [illegible] of a curved line of 650 feet radius, measuring on sa[illegible] line, and running westerly still on said curved line, on th[illegible] land of said Johnson and others, 115.45 feet; thence [illegible] easterly by [illegible] feet; [illegible] south [illegible] two lines, 90.89 feet, all on land hereinbefore described [illegible] taken from the City of Boston, to the point of beginni[illegible] containing 3482 square feet, more or less.

A parcel of land belonging to Frederick Ayer, bounded and described as follows: Beginning at a point on the south-easterly boundary of the Back Bay park so called distance 137.83 feet south-westerly from the southwesterly e[illegible] of a curved line of [illegible] feet radius [illegible] erly, 2.86 feet; thence south-westerly a [illegible] a curved line of 350 feet radius, 189.38 feet; thence south-westerly by a straight line, 309.18 feet all on other land of said Ayer; thence north-westerly, northerly, north-easterly, and easterly, on land hereinafter described as taken from Edward Thompson and others, and on land hereinbefore described as taken from the City of Boston, by twenty-two lines, by the thread of a creek, 725.72 feet, to the point of beginning, and containing 66.255 square feet, more or less

A parcel of land belonging to Edward Thompson, Henry Thompson, Charles Thompson, Sally P. Thompson, widow and Phillips B. Thompson, child, heirs o[illegible] F. Dixwell Thompson, all being heirs of William Thompson

bounded and described as follows, Beginning at the south-easterly corner of land hereinbefore described as taken from Samuel Ayer, and running south-westerly on other land of said Thompson heirs, 347.28 feet: thence north-westerly, by three lines, by the thread of a creek, 117.6 feet: thence north-easterly, 346.84 feet: thence south-easterly 48.89 feet all on land hereinbefore described as taken from the City of Boston: thence south easterly again on said land taken from Ayer, by five lines, by the thread of a creek, 69.69 feet, to the point of beginning, and containing 39.853 square feet, more or less.

A parcel of land belonging to the City of Boston, or William Aspinwall or both bounded and described as follows: Beginning on the north-westerly boundary of the Back Bay Park, so called, at a point distant 175.10 feet north-easterly from the northeasterly end of a curved line of 350 feet radius, and running north easterly on land of Dwight Foster and others, trustees or William Aspinwall, or both 37.27 feet, thence southerly by nine lines 469.51 feet, thence westerly, 8.94 feet, all on land hereinbefore described as taken from the City of Boston, thence northerly on land hereinafter described as taken from J. W. Noyes, or the Boston Water Power Company 49.90 feet: thence northerly again on said land taken from the City of Boston by three lines, 403.41 feet to the point of beginning, and containing 9600 square feet, more or less.

A parcel of land belonging to J. W. Noyes, or the Boston Water Power Company, bounded and described as follows: Beginning at the South-Westerly corner of the land hereinbefore described as taken from the City of Boston or William Aspinwall or both, and running westerly, 292.10 feet: thence north-easterly by two lines, 199.59 feet: thence south-easterly by four lines, 261.30 feet, all on land hereinbefore described as taken from the City of Boston: thence southerly on said land taken from the City of Boston, or William Aspinwall, or both 49.90 feet, to the point of beginning, and containing 34.021 square feet more or less.

A parcel of land belonging to the City of Boston, or a person or persons unknown, bounded and described as follows: Beginning on land hereinbefore described as taken

[illegible] the City of Boston [illegible] beginning [illegible] and [illegible] feet from the southerly [illegible] of [illegible] feet [illegible] the westerly [illegible] of the Back Bay [illegible] feet [illegible] southerly, [illegible] feet; thence south easterly 251.0 feet; thence north-easterly 240.0 feet; thence south easterly, [illegible] feet all on said land taken from the City of Boston to the point of beginning and containing [illegible] square feet, more or less.

A parcel of land belonging to the Boston and Roxbury Mill Corporation bounded and described as follows: Beginning at a point on the north-westerly line of Beacon Street [illegible] with the extension of the [illegible] line of the [illegible] of the Back Bay [illegible] and running south [illegible] on said Beacon Street, [illegible] feet; thence [illegible] the land of said Corporation 121.0 feet to the Back Bay [illegible] line; thence north [illegible] by a line [illegible] of 100 feet [illegible] 100.0 feet; thence north easterly [illegible] still on said line, by a straight line [illegible] from said Beacon Street, 143.33 feet; thence southerly, on other land of said corporation 181.0 feet to the point beginning and containing 57,397 square feet more or less.

Being those [illegible] described [illegible] filed in the office of the said Commissioners [illegible] which is filed for record in the Registry of Deeds for the County of Suffolk, and designated [illegible] taken for a Public Park on the Back Bay. To have and to hold the said several parcels of land to the said City of Boston, its successors and assigns to their use and benefit forever, agreeably to the provisions of the said Act. Dated this twenty second day of December in the year of our Lord one thousand eight hundred and ninety nine. C. H. Dalton, Wm. Gray Jr., Henry Lee, Board of Park Commissioners and each [illegible] Suffolk, ss. December 27, 1899. Then personally appeared the above subscribed C. H. Dalton, Wm. Gray Jr. and Henry Lee and acknowledged the [illegible] instrument to be their free act and deed, before me, H. B. Brown Jr. [illegible] "Henry Lee" first interlined. [illegible] February 5, 1900 at two o'clock & fourteen minutes P. M. Recd Entered and Examined L.1484 F.217. Attest [illegible]

Commonwealth
/
Mass.
— to —
City of Boston.

Know all Men by these Presents
That the Commonwealth of Massachusetts in consideration of one dollar to it paid by the City of Boston, a municipal corporation duly established by law in said Commonwealth, the receipt whereof is hereby acknowledged, does hereby grant remise release and forever quit claim unto the said City of Boston, all the various parcels of land, consisting in the whole of salt marsh lands, flats, and land covered with water, situate in that part of Boston in the County of Suffolk and said Commonwealth, called the Back Bay, within the limits of the proposed public Park of said City and of the approaches thereto, as shown on a plan entitled "Plan of a Proposed Public Park on the Back Bay in the City of Boston," made by Thomas Doane, Civil Engineer and Surveyor, dated [illegible], 15th 1877 and filed for record in the Registry of Deeds for said County of Suffolk, with two deeds from the Boston Water Power Company to said City both dated December 28th 1877 and recorded in said Registry, lib. 1100. folio 221 and 230 respectively, reference to which plan is hereby made, Also a certain other parcel of land consisting of flats situate in said Boston bounded North by Beacon Street aforesaid, the said park and bounded South East by Beacon Street, formerly known as the Mill Dam or Western Avenue, three hundred and sixteen and thirty four one hundredths ($316\frac{34}{100}$ feet). West by land now or late of the Boston and Roxbury Mill Corporation one hundred and ninety eight and nine one hundredths ($198\frac{9}{100}$ feet), North by Charles River, on the Harbor Commissioners line, so called, one hundred and seventy and forty two one hundredths ($170\frac{42}{100}$) feet on a curve drawn with a radius of eighteen hundred and fifty (1850) feet, and one hundred and forty three and fifty three one hundredths ($143\frac{53}{100}$) feet, on a straight line and East on other land now or late of said Boston and Roxbury Mill Corporation one hundred and eighty nine and eighty one hundredths ($189\frac{81}{100}$) feet; containing fifty seven thousand three hundred and twenty seven (57327) square feet more or less and said land mentioned, is shown on a plan made by said Thomas Doane, dated Sept. 7th 1878. and to be recorded in said Registry with

and for the Boston and Roxbury Mill Corporation to said City.

This instrument is made for the purpose of vesting in said City of Boston all the rights of said Commonwealth of every nature whatsoever in respect of the above mentioned or described parcels of land or any of them under an indenture between the said Commonwealth and the said Boston and Roxbury Mill Corporation made on the 9th day of June 1854. and recorded in said Registry Libro 665 folio 149 and under 4 and 10, of an Indenture between the said Commonwealth and the said Boston Water Power Company made on the 9th day of June 1854. and Recorded in said Registry Libro 665 folio 145, so that the said City shall stand in the place of the Commonwealth and shall have and exercise in respect of said parcels all the rights and powers under said Indenture and articles which said Commonwealth possesses.

To have and to hold the granted premises with all the privileges and appurtenances thereto belonging to the said City of Boston and its successors and assigns in fee simple forever.

In witness whereof the said Commonwealth of Massachusetts has caused these presents to be executed acknowledged and delivered in its name and behalf by Willard P. Phillips Edward G. Purdy and Horace G. Bacon its Board of Land Commissioners this twenty-sixth day of June in the year one thousand eight hundred and seventy nine. W. P. Phillips, Edwd. G. Purdy, Horace G. Bacon, and each seal. In presence of the word "fee" having been written over an erasure before signing, David Pulsifer. Commonwealth of Massachusetts, Suffolk ss. June 27. A.D. 1879. Then personally appeared the above named Willard P. Phillips Edward G. Purdy and Horace G. Bacon, Board of Land Commissioners as aforesaid, and acknowledged the foregoing instrument to be their free act and deed of the said Commonwealth of Massachusetts before me, David Pulsifer, Justice of the Peace. In Council July 21st 1879. Approved Isaac H. Edgett, Deputy Secty. — December 15. 1879 at five o'clock and fifteen minutes, P.M. Received Entered and Examined L. 1478. S. 156 Attest. Thos. H. Temple Reg.

Boston Water Power Compy. — to — City of Boston.

Know all Men by these Presents.

That the Boston Water Power Company, a corporation duly established under the laws of the Commonwealth of Massachusetts in consideration of one dollar and other valuable consideration to it paid by the City of Boston, the receipt whereof is hereby acknowledged, doth hereby remise, release and forever quit claim unto said City of Boston to be used for the purposes of streets, four parcels of land situated on the Back Bay in said City marked respectively, A. B. C. and D. on a plan made in in the City Surveyor's office Boston, dated March 8. 1880, and to be recorded herewith, bounded and described as follows. viz. The first of said parcels marked A on said plan is bounded North by Beacon Street fifty two and seventy two one hundredths. (52 72/100) feet: East by land of Dwight Foster et al. Trustees, as shown on said plan, three hundred thirty and seventy three one hundredths (330 73/100) feet: South by Commonwealth Avenue extended as shown on said plan fifty (50) feet; and West by the Beacon Entrance to the Back Bay Park so called, three hundred fourteen and one one-hundredths (314 1/100) feet. Containing sixteen thousand one hundred and eighteen (16118) square feet. —

The second of said parcels marked B on said plan is bounded North by said Commonwealth Avenue extended as shown on said plan fifty (50) feet. East by land of said Dwight Foster et al Trustees, as shown on said plan, three hundred forty-two and twelve one hundredths (342 12/100) feet: South by the location of the Boston and Albany Railroad Company, fifty and one one-hundredths (50 1/100) feet: and West by said Beacon Entrance to said Back Bay Park, three hundred and forty and eighty-six one hundredth (340 86/100) feet. Containing seventeen thousand and seventy four (17074) square feet. —

The third parcel marked C on said plan, is bounded North by said Commonwealth Avenue extended as shown on said plan fifty (50) feet: East by said Beacon Entrance to said Back Bay Park three hundred thirty-three and twenty eight one hundredths (333 28/100) feet: South by the location of the Boston and Albany Railroad Company, fifty and one one hundredths (50 1/100) feet, and West by land of said Dwight Foster et al. Trustees, as shown on said plan, three hundred thirty two and two one hundredths (332 2/100) feet: Containing sixteen thousand six hundred and thirty two (16632) square feet. — The fourth of said parcels marked

D on said plan is bounded North by said Beacon Street fifty two and seventy two one hundredths (52 $\frac{72}{100}$) feet: East by the said Beacon Entrance to said Back Bay Park two hundred thirteen and seventy one hundredths (213 $\frac{71}{100}$) feet: South by said Commonwealth Avenue extended as shown on said plan fifty (50) feet: and West by land of said Dwight Foster et al Trustees: as shown on said plan, one hundred ninety six and ninety eight one hundredths (196. $\frac{98}{100}$) feet: Containing ten thousand two hundred and sixty seven (10,267) square feet. ——— ———

And for the consideration aforesaid, the said Boston Water Power Company doth hereby remise, release and forever quit claim unto the said City of Boston the right to slope or bank the filling where required for grading the third and fourth of said described parcels being lots C and D. on said plan, to grade not exceeding thirty five (35) feet above mean low water mark at the said location of the Boston and Albany Railroad Company, and thence sloping to Beacon Street in a manner satisfactory to the City Authorities upon the land of said Dwight Foster et al Trustees, abutting on the described premises, and doth further remise, release and forever quit claim unto the City of Boston, the right to slope or bank the filling where required for grading the two parcels marked A and B on said plan to a grade not exceeding [illegible] feet above mean low water mark, at the said location of the Boston and Albany Railroad and thence sloping to Beacon Street in a manner satisfactory to the City Authorities, and doth for itself and its successors and assigns, covenant and agree with said City of Boston, that it will not, and they shall not make or have any claim or demand against said City for damages in consequence of the omission by said City to build or maintain a retaining wall or bulkhead to support such filling: and further that it will not and they shall not remove or permit to remove by any person other than the officers or agents of said City any portion of the filling placed or sloped upon the lands of said Dwight Foster et al Trustees, abutting on the described premises in grading the same as aforesaid, unless a retaining wall or bulk head to support said filling shall be built upon the line of the land of said Dwight Foster et al Trustees, abutting on the described premises.

The City of Boston by accepting

this release assumes and agrees to pay such a proportional part of the taxes for the year 1880, and of the Park Betterments assessed on the large tracts of which the described parcels are a part, as the contents of the released premises bears to the entire contents of said large tracts, but the acceptance of this release shall in no way affect the right to enforce the payment of the taxes and betterments assessed as aforesaid. ——

To have and to hold the released premises with all the privileges and appurtenances thereto belonging, to the said City of Boston and its successors and assigns to its and their own use and behoof forever, to be used as aforesaid. ——

In Witness Thereof, the said Boston Water Power Company has caused its corporate seal to be affixed and these presents to be signed, acknowledged, and delivered in its name and behalf, by Jarvis D. Braman its President, and William B. Brown its Treasurer, hereto duly authorized, this first day of June in the year one thousand eight hundred and eighty. Boston Water Power Company by Jarvis D. Braman President, William B. Brown Treas. Signed and sealed in presence of Geo. V. Leverett. ——

Commonwealth of Massachusetts, Suffolk ss. Boston August 5. 1880. Then personally appeared the above named Jarvis D. Braman and William B. Brown and acknowledged the foregoing instrument to be the free act and deed of the Boston Water Power Company, before me, G. V. Leverett, Justice of the Peace. Approved Chas Frank Day City Consignor. ——

At a meeting of the Board of Directors of the Boston Water Power Company duly called and held at Boston June 3d 1880 (a quorum being present and voting) the foregoing deed of release from the Boston Water Power Company to the City of Boston of four parcels of land for the purpose of streets and rights to flow filling for the same, situated on the Back Bay in said Boston, being parcels marked A. B. C. and D. on a plan made in the City Surveyor's office, dated March 8. 1880, to be recorded with said release, having been duly read and considered, it was

Voted, that Jarvis D. Braman the President, and William B. Brown the Treasurer of this Corporation be and they are hereby authorized and directed to affix the

common seal of this Corporation to said deed & release and to execute, acknowledge and deliver the same as the free act and deed of this Corporation. A true copy from the re[illegible] Lib. 1219 Attest [illegible] Brown Clerk.

Boston November 8. 1880, at 10 o'clk. and 40 minutes A.M. Received and Entered with Suffolk Deeds. Lib. 1508. Fol. 56.

Attest

Wm. F. Temple. Reg.

Foster et al to City of Boston

Know all Men by these Presents

That we, Dwight Foster, Gilman Bollamon, and George F. Richardson as we are Trustees under a certain Indenture of Trust with the Boston Water Power Company dated the first day of June A. D. eighteen hundred and seventy four and recorded with Suffolk Deeds. Lib. 1219. Fol. 156 in consideration of one dollar and other valuable consideration to us paid by the City of Boston, the receipt whereof is hereby acknowledged, do hereby remise, release and forever quit claim unto said City of Boston to be used for the purposes of streets, four parcels of land situated on the Back Bay in said City, marked respectively A. B. C. and D. on a plan made in the City Surveyor's office Boston, dated March 8. 1880, and to be recorded herewith, bounded and described as follows, viz:— The first of said parcels marked A. on said plan is bounded North by Beacon Street fifty two and seventy two one hundredths ($52\frac{72}{100}$) feet: East, by other land of said grantors as shown on said plan three hundred thirty and seventy three hundredths ($330\frac{73}{100}$) feet: South by Commonwealth Avenue extended as shown on said plan fifty (50.) feet, and West, by the Beacon Entrance to the Back Bay Park, so called, three hundred fourteen and [illegible] hundredths ($314\frac{}{100}$) feet: Containing sixteen thousand one hundred and eighteen (16118) square feet.

The second of said parcels marked B. on said plan is bounded North by said Commonwealth Avenue extended as shown on said plan (50) feet: East by other land of said grantors as shown on said plan three hundred and forty two and twelve one-hundredths ($342\frac{12}{100}$) feet: South by the location of the Boston [illegible]

Railroad Company, fifty and one one hundredths ($50\frac{1}{100}$) feet: and West by said Beacon Entrance to said Back Bay Park three hundred and forty and eighty six hundredths ($340\frac{86}{100}$) feet, containing Seventeen thousand and seventy four (17074) square feet. — The third parcel marked C on said plan is bounded North by said Commonwealth Avenue extended as shown on said plan fifty (50) feet, East by said Beacon Entrance to said Back Bay Park three hundred thirty three and twenty eight one hundredths ($333\frac{28}{100}$) feet: South by the location of the Boston and Albany Railroad Company fifty and one one hundredths ($50\frac{1}{100}$) feet: and West by other land of said grantors as shown on said plan, three hundred thirty two and two one hundredths ($332\frac{2}{100}$) feet: Containing sixteen thousand six hundred and thirty two (16632) square feet. — The fourth of said parcels marked D on said plan is bounded North by said Beacon Street fifty two and seventy two one hundredths ($52\frac{72}{100}$) feet: East by the said Beacon Entrance to said Back Bay Park, two hundred thirteen and seventy one hundredths ($213\frac{71}{100}$) feet: South by said Commonwealth Avenue extended as shown on said plan fifty (50) feet: and West by other land of said grantors, as shown on said plan, one hundred ninety six and ninety eight one hundredths ($196\frac{98}{100}$) feet: Containing ten thousand two hundred and sixty seven (10267) square feet.

And for the consideration aforesaid the said grantors do hereby remise, release, and forever quit claim unto the said City of Boston, the right to slope or bank the filling where required for grading the third and fourth of said described parcels being lots C and D on said plan, to a grade not exceeding thirty five (35) feet above mean low water mark at the said location of the Boston and Albany Railroad Company and thence sloping to Beacon Street in a manner satisfactory to the City Engineer above the remaining land of said grantors abutting on the described premises, and do further remise, release and forever quit claim unto the City of Boston, the right to slope or bank the filling required for grading the two parcels marked A and B on said plan to a grade not exceeding twenty feet above mean low water mark at the said location of the Boston

and Albany Railroad and thence sloping to Beacon Street in a manner satisfactory to the City authorities, and do for themselves and their [illegible] covenant and agree with said City of Boston that they will not make or have any claim or demand against said City for damages in consequence of the omission by said City to build or maintain a retaining wall or bulkhead to support such filling: and further that they will not remove or permit to be removed by any person other than the officers or agents of said City any portion of the filling placed or sloped upon the remaining lands of said grantors abutting upon said described premises in grading the same as aforesaid, unless a retaining wall or bulkhead to support said filling shall be built upon the line of the remaining land of said grantors abutting on the described premises.

The City of Boston by accepting this release assumes and agrees to pay such a proportional part of the taxes for the year 1880, and of the Park Betterments, assessed on the large tracts of which the described parcels are a part as the contents of the released premises bear to the entire contents of said large tracts, but the acceptance of this release shall in no way affect the right to enforce the payment of the taxes and betterments assessed as aforesaid.

To have and to hold the released premises with all the privileges and appurtenances thereto belonging to the said City of Boston and its successors and assigns, to its and their own use and behoof forever, to be used as aforesaid.

In Witness Whereof, we, the said Dwight Foster, Gilman Bollamore and George F. Richardson, Trustees hereunto set our hands and seals this first day of June in the year one thousand eight hundred and eighty. Signed and sealed in presence of W. H. Bury

Dwight Foster. Gilman Bollamore, George F. Richardson, Trustees.

Commonwealth of Massachusetts

Suffolk ss; Boston August 16th 1880.

Then personally appeared the above mentioned Dwight Foster, Trustee, and acknowledged the foregoing instrume-

pt to be his free act and deed, before me, Alfred L. Foster Justice of the Peace. Approved Chas Frank Day city conveyancer. Boston Nov. 5. 1880. at ten o'clock and forty minutes A. M. Received and entered with Suffolk Deeds. Lib. 1508. Fol. 60.

Attest, Thos. W. Temple Reg.

Boston Water Power Company and L. Foster &c Trustees to City of Boston.

Know all men by these presents that the Boston Water Power Company a corporation duly established under the laws of the Commonwealth of Massachusetts, and Dwight Foster, Gilman Collamore and George F. Richardson, as we are Trustees under an Indenture of Trust with said company dated June 1 1880 and recorded in the Suffolk Registry of Deeds Libr 1217 fol 151 in consideration of Twelve Four Hundred two dollars and ten cents to said Trustees paid by the City of Boston the receipt whereof is hereby acknowledged do hereby remise release and forever quitclaim unto the said City of Boston and its assigns forever a certain parcel of land situated in that part of said Boston called the Back Bay and bounded and described as follows, viz: Beginning at the Southwest corner of land described in the Order hereinafter mentioned as taken from the City of Boston or William Aspinwall or both and running West two hundred ninety two and ten hundredths (292.10) feet thence running Northeast by two lines One hundred ninety nine and fifty nine hundredths (199.59) feet, thence running Southeast by four lines two hundred sixty one and thirty hundredths (261.30) feet all on land described in said Order as taken from the City of Boston, thence running South on said land taken from the City of Boston or William Aspinwall or both forty nine and ninety hundredths (49.90) feet to the point of beginning containing thirty four thousand and twenty one square feet (34021) more or less and being shown on a plan of lands taken for a Public Park on the Back Bay in said Boston dated December 15 1879 and deposited in the office of the Park Commissioners of said City of Boston — the within described premises were taken by an Order of Board of Park Commissioners of said City to lay out a public Park passed Dec. 27. 1879 reference to which is hereby had: and the a-

for consideration has been received in full satisfaction and discharge of all claims and demands for damages costs expenses and compensation by reason of said taking of said parcel of land and said grantors do for themselves their successors heirs executors and administrators covenant and agree to and with the said City of Boston and its assigns to indemnify and forever save harmless the said City of Boston and its assigns against any and all claims and demands of any person or persons claiming by through or under it or them but against none other for damages costs expenses or compensation for or on account of the released premises or the taking thereof ——

To have and to hold the released premises to the said City of Boston its successors and assigns in fee simple forever And the said grantors for themselves and their successors heirs executors and administrators do covenant with the said City of Boston and its assigns that the released premises are free from all encumbrances made or suffered by them except said taking and that we will and our successors heirs executors and administrators shall warrant and defend the same to the City of Boston and its assigns forever against the lawful claims and demands of all persons claiming by through or under us but against none other ——

In witness whereof the said Boston Hotel Investment Company has caused its corporate seal to be hereto affixed and these presents to be signed acknowledged and delivered in its name and behalf Jarvis D. Braman its President hereto duly authorized, and the said Dwight Foster, Gilman Collamore and George F. Richardson Trustees as aforesaid have hereto set their hands and seals this ninth day of July in the year of our Lord Eighteen hundred and eighty Boston Hotel Investment Company by Jarvis D. Braman Presdt W. H. [illegible] Treas

In presence of } Dwight Foster
Gilman Collamore
A. D. Foster } George F. Richardson
Trustees.

Commonwealth of Massachusetts.

Suffolk July 9th 1880 Then personally appeared

the above named Jarvis D. Braman and acknowledged the foregoing instrument to be the free act and deed of said Boston Water Power Company, and at the same time and place personally appeared the above named Dwight Foster, Geo. F. Richardson Trustees as aforesaid and acknowledged the foregoing instrument to be their free act and deed before me

Alfred D. Foster Justice of the Peace

At a meeting of the Directors of the Boston Water Power Company duly held at the office of the Company June 28th 1880 a quorum being present, the following votes were passed —

Voted: "That Jarvis D. Braman, President, be and he hereby is authorized and empowered in the name and behalf of the Boston Water Power Company, to Execute and deliver to the City of Boston, either singly or with Dwight Foster & others Trustees a deed conveying a certain tract of land containing 34021 square feet within the limits of the Back Bay Park in said Boston, and being the same parcel of land taken in the name of J. H. Noyes, or the Boston Water Power Company by order of the Board of Park Commissioners of said City, passed Dec. 27. 1879 and duly recorded with Suffolk Deeds": also Voted: "That said Jarvis D. Braman President be authorized and empowered in the name and behalf of said Boston Water Power Company to assign, transfer and set over to Dwight Foster, Gilman Sycamore and George F. Richardson Trustees, under indenture with said Company dated June 1. 1874 and recorded with Suffolk Deeds Lib. 1219. Fol. 156. and and all claims said Company has against said City of Boston, or said Board of Park Commissioners, by reason of the taking of said parcel of land."

A true Copy of record

Attest, W. B. Brown Clerk.

Boston, July 13. 1880
at 3 o'clk & 20 min. P.M. } Rec'd & Ext'd
with Suffolk Deeds. lib. 1498. fol. 34.

Attest, Thos F. Temple Reg.

"Boston and Albany Rail Road to City of Boston"

Know all men by these presents that the Boston and Albany Railroad Company a corporation duly established under the laws of the Commonwealth of Massachusetts in consideration of the sum of one hundred sixty eight dollars sixty three cents ($168.63) to it paid by the City of Boston a municipal corporation in said Commonwealth the receipt whereof is hereby acknowledged do hereby give and grant unto the said City of Boston and its successors and assigns the right, use and privilege of placing, constructing and forever maintaining the abutments for the bridge over the tracks of said Railroad Company at the Beacon entrance to the Back Bay Park as called in said Boston in and upon the following described parcels of land.

The first lot begins at a point on the North line of land of said Railroad Company fifty two and two hundredths (52.02) feet West of the intersection of the said North line with the West line of the Beacon Entrance of the Back Bay Park thence running East by said North line of said railroad seventy four and eighty eight hundredths feet (74.88) thence turning and running South by a curved line on a radius of four hundred twenty three (423) feet eight and four hundredths (8.04) feet thence turning and running West by a line parallel with said North line seventy five and fourty six hundredths (75.46) feet thence turning and running North by a line parallel with said West line of the Beacon Entrance to the Back Bay Park eight [illegible] feet to the point of beginning containing six hundred and one and twenty eight hundredths (601.28) square feet more or less.

The second lot begins at a point in the South line of the land of said Railroad Company two (2) feet West of the intersection of the West line of the Back Bay Park, thence running North by a line parallel with said West line of the Back Bay Park extended twelve and five tenths (12.5) feet thence turning and running East on a line parallel with said South line of land of said Railroad Company eighty five and thirty three (85.33) hundredths feet thence turning and running South on a curved line of four hundred twenty three (423) feet radius twelve and ninety eight hundredths (12.98) feet to said South line of the land of said Railroad

Street turning and running West by said South line eighty eight and five tenths (88.5) feet to the point of beginning. Containing ten hundred eighty five and one hundredths (1085.01) square feet more or less, and for the consideration aforesaid said Railroad Company doth hereby give and grant unto the said City of Boston the right to construct and forever maintain the footing courses of the said abutments below the surface of the ground and five (5) feet beyond and adjoining the premises before described. The two lots first described are colored red and the lots for the footing courses are colored blue on plan of the same drawn by Henry M. Wightman City Engineer dated April 27. 1880 and deposited in the office of said City Engineer. To have and to hold the above granted rights and easements to the said City of Boston and its successors and assigns to their own use and behoof forever.

Witness whereof said Boston and Albany Railroad has caused its corporate seal to be hereto affixed and these presents to be signed, acknowledged and delivered in its name and behalf by John Cummings its President pro tem hereto duly authorized this 21st day of July 1880 A. D.
Boston & Albany Railroad by John Cummings Pres Pro tem

Commonwealth of Massachusetts

Suffolk s.s. July 21st. 1880. Then personally appeared the above named John Cummings President Pro tem and acknowledged the foregoing instrument to be his act and deed of said Boston and Albany Railroad Company

Before me Chas Ellerton
Justice of the Peace.

Boston August 26. 1880.

I hereby certify that at a meeting of the Board of Directors of the Boston & Albany Railroad Company duly held in the City of Boston, this twenty sixth day of August A. D. 1880, it was Voted, that the execution by J. C. Cummings President pro tem of a deed to the City of Boston of certain land in the Back Bay in the City of Boston, dated July 21st A. D. 1880, be and the same is hereby ratified and confirmed. Attest,

J. A. Rumrell Clerk of the Boston & Albany Railroad Company.

Approved. Chas. Frank Day City Conveyancer
Boston Sept. 22. 1880: at 3 o'clock P.M.
Rec'd & Pub'd. with Suffolk Deeds Lib. [illegible] Fol. 33.
Attest; Thos. N. Temple. Reg.

Boston Water Power Co. to City of Boston. Construct & maintain Sewer.

Know all men by these present, that the Boston Water Power Company a Corporation duly established under the Laws of the Commonwealth of Massachusetts in consideration of one dollar and other valuable consideration to it paid by the City of Boston a municipal corporation in said Commonwealth, the receipt whereof is hereby acknowledged doth hereby grant and convey unto said City of Boston the right to enter into construct, forever maintain and from time to time to repair a sewer to divert the waters of Stony Brook in through or under a parcel of land situated in said Boston and bounded.—

Beginning at a point on the East side of Park Street thirty five and thirty hundredths (35.30) feet South of the center line of Stony Brook Sewer, thence running North by said Park Street over said center line of said sewer one hundred eighty four and twenty two hundredths (184.22) feet, thence running West at right angles with said Parker Street by land of said Company or of Dwight Foster et al Trustees two hundred and sixteen (216) feet to the East line of the Back Bay Park so called, thence running South on said Park about seventy and fourteen hundredths (70.14) feet thence running East at right angles with said East line of said Park by land of said Company or of said Trustees two hundred and eighty seven hundredths (280.07) feet to a point on a line in continuation of the Southwest line of Rogers Avenue so called thence running Northeast on said last named line by land of said Company or of said Trustees nineteen and ninety five hundredths (19.95) feet to the point of beginning.— Containing fifteen thousand two hundred and fifty (15.250) square feet more or less as shown in red on a plan dated June 18. 1880 and deposited in the office of the City Engineer of said City of Boston and including a portion of the premises

this day released by said City to said Trustees.
To have and to hold said rights to said City of Boston and its successors and assigns to their own use and behoof forever.
And the said Boston Water Power Company doth for itself and its successors covenant with said City of Boston and its successor and assigns that it is lawfully seized in fee of the described premises that they are free from all incumbrances made or suffered by it and that it will and its successors shall warrant and defend the said rights to the said City of Boston and its assigns forever against the lawful claims and demands of all persons claiming by through or under it but against none other.

In witness whereof the said Boston Water Power Company hath caused its corporate seal to be hereto affixed and these presents to be signed, acknowledged, and delivered in its name and behalf by Jarvis D. Braman its President and William B. Brown its Treasurer hereto duly authorized this twenty first day of September in the year one thousand eight hundred and eighty.

Signed and sealed in presence of Elmer P. Howe

The Boston Water Power Co
by J. D. Braman Presd't
W. B. Brown Treas.

Commonwealth of Massachusetts
Suffolk ss. Boston Sept. 22. 1880

Then personally appeared the before named Jarvis D. Braman and William B. Brown and acknowledged the foregoing instrument to be the free act and deed of the Boston Water Power Company.

Before me Elmer P. Howe
Justice of the Peace.

Approved
Chas. Frank Day
City Conveyancer.

At a meeting of the Directors of the Boston Water Power Co duly called, and held at Boston June 22. 1880 a quorum being present and voting it was unanimously Voted. "That Jarvis D. Braman the President and William B. Brown the Treasurer be and they hereby are authorized to convey to the City of Boston for the extension of Stony Brook Sewer 15.250 feet of land running from Parker Street to the Back Bay Park as shown on the plan this day submitted by the Park Commis-

sioners for the proposed alteration in the line of Stony Brook Sewer in exchange for an equal quantity of land as shown on said plan, now held by said City for that purpose

Attest W. B. Brown Clerk

Directors Record p 123.

At a special meeting of the Directors of the Boston Water Power Company duly notified and held at Boston on the twenty-fifth day of October A D 1880 a quorum being present it was unanimously Voted. That the deed or conveyance from the Boston Water Power Company executed in its name and behalf by J. D. Braman President and W. B. Brown Treasurer bearing date September 21 1880 and granting and conveying to the City of Boston certain rights in fifteen thousand two hundred and fifty (15.250) square feet of land or flats on Parker street in said Boston be and the same is hereby ratified and confirmed and declared to be the deed of said Boston Water Power Company. A true copy of record.

Directors Record p 129.30)

Attest W. B. Brown. Clerk.

Boston, Oct. 27. 1880.
at 12 O'clk & 42 mins P.M. } Recd & Entd with
Suffolk Deeds. Lib. 1507. Fol. 40.

Attest Thos. F. Temple Reg.

Know all men by these presents that we Knight Foster, Gilman Collamore and George F. Richardson as we are Trustees under a certain Indenture with the Boston Water Power Company dated June 1. 1874 and recorded with Suffolk Deeds Lib. 1219 fol. 156 in consideration of a release of even date herewith and of one dollar to them paid by the City of Boston a municipal Corporation in the Commonwealth of Massachusetts the receipt whereof is hereby acknowledged do hereby grant and convey unto said City of Boston the right to enter into, construct forever maintain and from time to time to repair a sewer to lie at the centre of Stony Brook in through or under a parcel of land situated in said Boston and bounded

Knight Foster. et al Trustees to City of Boston. Sewer on Parker St.

Beginning at a point on the West side of Parker Street thirty five and thirty hundredths (35.30) feet South of

the center line of Stony Brook Sewer thence running North by said Parker Street across said center line of said Sewer about eighty four and twenty-two hundredths (84.22) feet, then running West at right angles with said Parker Street by land of said Trustees two hundred and sixteen (216) feet to the East line of the Back Bay Park so called thence running South on said Park about seventy and fourteen hundredths (70.14) feet. thence running East at right angles with said East line of said Park by land of said Trustees two hundred one and eighty seven hundredths (201.87) feet to a point on a line in continuation of the south west line of Rogers Avenue so called, thence Southeast on said last named line by land of said Trustees nineteen and ninety-five hundredths (19.95) feet to the point of beginning- Containing fifteen thousand two hundred and fifty (15.250) square feet more or less as shown in red on plan dated June 18, 1880 and deposited in the office of the City Engineer of said City of Boston and including a portion of the premises released to us this day by said City. —

To have and to hold the said rights to said City of Boston its successors and assigns to their own use and behoof forever. And we the said grantors for ourselves our successors, heirs, executors and administrators do covenant with said City of Boston and its assigns that the described premises are free from all encumbrances made or suffered by us and that we will and our successors heirs executors and administrators shall warrant and defend the said rights to the said City of Boston and its assigns forever against the lawful claims and demands of all persons claiming by, through or under us but against none other. ——

In witness whereof we the said Dwight Foster, Gilman Collamore, and George F. Richardson Trustees as aforesaid have hereto set our hands and seals this twenty first day of September in the year one thousand eight hundred and eighty. ——

Dwight Foster. —
Gilman Collamore —
George F. Richardson —
Trustees.

Signed sealed and delivered in the presence of W. H. Berry
Nine words erased before execution.
A. D. Fuller.

Commonwealth of Massachusetts.

Suffolk, ss. September 27. 1880.

Then personally appeared the above named Dwight Foster Trustee and acknowledges the foregoing instrument to be his free act and deed before me. Alfred D. Foster Justice of the Peace. Approved [illegible]

Boston October 27. 1880.
at 12 o'clock & 42 mins. P.M. } Recd. & Entd. with Suffolk Deeds
Lib 1507. Fol. 43. Attest Wm F. Temple Reg.

Bond.
Boston Water Power Company.
to
City of Boston

Know all Men by these Presents, That the Boston Water Power Company a Corporation duly established under the laws of the Commonwealth of Massachusetts is holden and stands firmly bound and obliged unto the City of Boston, in the full and just sum of Two hundred and Fifty thousand (250.000) dollars to be paid unto the said City of Boston, or its Assigns: to which payment, well and truly to be made it binds itself and its successors firmly by these presents.

Sealed with the Corporate seal of said Boston Water Power Company Dated the fifth day of November in the year of our Lord one thousand eight hundred and eighty.

The Condition of this Obligation is such, That whereas Dwight Foster and others Trustees and said Boston Water Power Company have executed to the City of Boston two deeds each dated June 1. A.D. 1880 of four certain parcels of land or flats adjoining the Beacon Entrance to the Back Bay Park so called and containing in all sixty thousand and ninety one (60091) square feet more or less as shown on a plan drawn by Thomas W. Davis City Surveyor of said city dated March 8. 1880, and on file in the office of said City Surveyor

And whereas said parcels of land with other lands are subject to two attachments made upon suits brought by Franklin Haven & al Trustees against said Water Power Company and returnable to the Supreme Judicial Court within and for the County of Suffolk in said Commonwealth one at the April term A.D. 1878 and the other at the September term A.D. 1878, one of said attachments having been made May 6. 1878 and the other April 26. 1878.

And whereas it is mutually desired by said Water [illegible]

and by the City of Boston that said deeds be accepted and the work of improving said parcels of land continued. ——

And whereas the City of Boston has by an order approved by the Mayor [illegible] Nov. 22 A.D. 18[illegible] ordered that said deeds be accepted notwithstanding said attachments provided said Boston Water Power Company gives its bond as provided in said order. ——

Now therefore if the said Boston Water Power Company or its successors shall well and truly indemnify and save harmless the said City of Boston from all payments, loss claim charges costs or expenses said City may make or be put to by reason of any judgement that may be recovered in said suits or either of them. With interest on said sums so paid by said City from the time of payment until repaid by said Boston Water Power Company then this obligation shall be null and void, otherwise it shall be and remain in full force. Boston Water Power Company by Jarvis D. Braman Presdt. William B. Brown Treas.

Boston Nov. 4. 1880 ——

At a meeting of the Directors of Boston Water Power Co held this day, duly notified, at which a quorum was present and voting. It was unanimously, Voted: "That the President and Treasurer be and they hereby are authorized and instructed to sign and seal in the name and behalf of the Corporation, the bond to the City of Boston, in the penal sum of Two hundred and fifty thousand dollars, to indemnify said City against any loss or claim which may arise from any judgement that may be recovered in the suits under which attachments are made by the Huntington Avenue Trustees" a true copy Director Record p. 130. 131 Attest W. B. Brown Clerk.

Dwight Foster et al. Trustees to City of Boston. Bond

Know all men by these presents that We Dwight Foster Gilman Collamore and George F. Richardson as we are Trustees under an Indenture of Trust with the Boston Water Power Company dated June 1. 1871 and recorded with Suffolk Deeds Lib 1219 fol 156, and said Boston Water Power Company a Corporation established under the laws of the Commonwealth of Massachusetts in consideration of one dollar paid by the City of Boston a municipal corporation in said Commonwealth the receipt whereof is hereby ack-

nowledged do hereby grant and convey unto said City of Boston the right to enter upon our lands on the south side of the location of the Boston and Albany Rail Road at its junction with the West side of the Back Bay Park so called in said Boston and to construct and forever maintain and keep in repair the wing wall of the Southerly abutment for the bridge over said Rail Road at the Westerly portion of the Beacon Entrance to said Park within the following described limits viz:-

Beginning at the intersection of the West line of said Park with the South line of land of said Rail Road Company thence running South by said Park thirty and one hundredth (30.01) feet, thence turning at a right angle and running West two feet, thence turning at a right angle and running North thirty and one hundredths (30.01) feet to the South line of land of said Rail Road company thence turning and running East by land of said Rail Road Company two (2) feet to the point of beginning

Containing sixty (60) square feet more or less and being one of the parcels shown in red on a plan drawn by Henry M. Wightman City Engineer of said City of Boston dated June 1st. 1881. and on file in his office said Wing wall shall be built to the grade of the sidewalk and the face of the wall shall have such a batter that the top shall project one foot beyond the line of said Park.

Also the right to project the footing courses of the wall below the grade of said Railroad five (5) feet beyond the West line of the described premises as shown in blue on said plan

The above rights are hereby conveyed with the reservation to the grantors their successors heirs and assigns of the right to use said Wall as a foundation for buildings in such manner as shall not impair its strength or its use by said City

To have and to hold the above described rights to the said City of Boston its successors and assigns forever

In witness whereof We the said Dwight Foster Gilman Collamore and George F. Richardson, Trus-

lees as aforesaid have hereto set our hands and seals and the said Boston Water Power Company has caused its Corporate seal to be hereto affixed and these presents to be signed acknowledged and delivered in its name and behalf by Jarvis D. Braman its President and William B. Brown its Treasurer hereto duly authorized this Eighteenth day of August A. D. 1881—

In presence of
W. B. Brown
W. H. Berry.

Dwight Foster
Gilman Ollamore
George F. Richardson
Trustees
The Boston Water Power Co.
by J. D. Braman President
W. B. Brown Treasurer.

BOSTON WATER POWER COMPANY 1832.

Commonwealth of Massachusetts —

Suffolk ss September 7 1881 —

Then personally appeared the above named Dwight Foster Trustee and acknowledged the foregoing instrument to be his free act and deed. Before me W. B. Brown Justice of the Peace

Commonwealth of Massachusetts. Suffolk ss

January 11. 1882 Then personally appeared the above named Jarvis D. Braman President and William B. Brown Treasurer and acknowledge the foregoing instrument to be the free act and deed of the Boston Water Power Company

Before me Alfred D. Foster Justice of the Peace.

Boston January 7th 1882. —

At a meeting of the Directors of the Boston Water Power Company duly notified and held at its office in Boston January 7. 1882 a quorum being present and voting it was Voted that Jarvis D. Braman President and William B. Brown Treasurer be and they hereby are authorized in the name and behalf of this Company to sign, seal, acknowledge, and deliver to the City of Boston joining with Dwight Foster et al Trustees a certain instrument dated August 18. 1881 granting and conveying to said City the right to Construct maintain and keep in repair the wing wall and footing courses for the south abutment of the bridge over the Boston and Albany Rail road at the West entrance to the Back Bay Park so called as shown on plan made by Henry M. Wright—

man City Engineer of said City of Boston dated June 14 - 1881.
and on file in his office. H. P. Brown Clerk

A true Copy attest

Directors record page 140

Boston April 21. 1882.
at 9 o'clock & 45 min a m } Received & Entered
with Suffolk deeds lib 1557 fol 312

Attest Thos S. Templer Regr.

East Boston Company to City of Boston.

Know all men by these presents that the East Boston Company a corporation duly established under the laws of the Commonwealth of Massachusetts in consideration of Fifty Thousand (50000) dollars to it paid by the City of Boston a municipal corporation in said Commonwealth the receipt whereof is hereby acknowledged, does hereby give grant bargain sell and convey unto said City of Boston a certain parcel of land and flats in that part of said Boston called East Boston bounded and described as follows. Viz: —

All that portion of the hill known as East Boston Island that lies Southeast of the location of the Boston Revere Beach and Lynn Railroad, with certain flats appurtenant thereto which land & flats contain [illegible] and [illegible] (3) acres more or less and lie between two parallel lines which are described as follows. Viz. —

The Southwest line begins at the intersection of the Southeast line of the location of said Railroad and the Northeast line of Eric street as shown on a plan of East Boston surveyed and drawn by John Nolle Civil Engineer under the direction of H. Henry Crafts, Cit. Engineer dated 1881 and deposited in the office of the City Surveyor of said City of Boston, which plan is not to be taken as part of this deed or is in any way binding upon said grantor, except for the purpose of determining the particular line described in this deed: thence it runs Southeast on said Northeast line of Eric Street and on a continuation of said line about five thousand and five (5005) feet to the channel or as far as the Company's rights extend —

The Northwest line begins at a point on the Southeast line of the location of said Railroad seven hundred and

ninety (790) feet Northeast from the point of beginning of the line first described, thence it runs Southeast parallel with and seven hundred and seventy seven (777) feet Northeast from the line first described about thirty seven hundred and forty five (3745) feet to the channel or as far as the Company's rights extend.

Also a certain other parcel of land bounded and described as follows, viz:

Beginning at a point on the South line of Pennington Street in said East Boston two hundred and four and twenty eight hundredths (204.28) feet East from the intersection of the Southeast line of the location of the Grand Junction Railroad and the South line of said Pennington Street which point is at the Southwest corner of Pennington and Neptune Streets; thence running Southeast on the Southwest line of said Neptune Street as shown on the plan above referred to about eight hundred and twenty one and eighty eight hundredths (821.88) feet to the Northwest line of Cottage Street: thence running Southeast and South on a curved line of seven hundred and sixty four and eighty eight hundredths. (764.88) feet radius about three hundred and sixty nine and eighty hundredths (369.80) feet: thence running South on a line tangent to said curved line about one hundred (100) feet: thence running South and Southeast on a curved line of eight hundred and sixty four and eighty eight hundredths (864.88) feet radius about four hundred and eighteen and fifteen hundredths (418.15) feet: thence running Southeast on a line tangent to said last mentioned curved line about forty five (45) feet to the Southeast line of the location of said Railroad and bounded on all these lines on other land of the grantor, thence running Northeast on said location line of said Railroad and bounded Southeast by the tract first herein described about one hundred (100) feet: thence running Northwest, North, and Northwest by other lands of the grantor by a line parallel with and one hundred (100) feet distant Easterly from the Westerly lines herein described on various lines measuring in all seventeen hundred and thirteen and thirty seven hundredths (1713.37) feet to the South line of Pennington Street: thence running West on the South line of Pennington Street one hundred

and eight and twenty eight hundredths (108.28) feet to the point of beginning

Containing one hundred and seventy three thousand four hundred and ten (173410) square feet more or less.

Both of the lots herein described are shown on a plan made by Henry M. Wightman City Engineer dated October 1882, a copy of which is to be recorded herewith and reference thereto is hereby made.

The last described lot is subject to the location thereof (30) feet wide of said Railroad over its extreme South end and is conveyed with the reservation to the grantors its successors and assigns of the right to use but without obligation to maintain said last described parcel for the purposes of a street or way, but nothing herein contained nor the acceptance of this deed shall be construed to oblige said City to construct lay out or maintain the last described parcel as a public street or way.

To have and to hold the granted premises with all the privileges and appurtenances thereto belonging to the said City of Boston its successors and assigns to be used for the purposes of a public Park of said City

And the said East Boston Company for itself its successors and assigns does hereby covenant with the said Grantee its successors and assigns that it is lawfully seized in fee simple of the granted premises, that they are free from all incumbrances except as aforesaid, that it has good right to sell and convey the same as aforesaid and that it will and its successors shall warrant and defend the same to the said grantee its successors and assigns forever against the lawful claims and demands of all persons except as aforesaid.

In witness whereof the said East Boston Company has caused its Corporate seal to be hereto affixed and these presents to be signed, acknowledged and delivered in its name and behalf by Thomas B. Hall its President, and to be countersigned by John Noble its Treasurer both hereto duly authorized this twenty eighth day of December 1887.

In presence of
John Noble

East Boston Company
By Thos. B. Hall.
President.

Countersigned. John Noble. Treasurer of the East Boston Company. Commonwealth of Massachusetts _____ Suffolk ss Boston January 2 1883 Then personally appeared the above named Thomas G. Hall, President, and acknowledged the foregoing instrument to be the free act and deed of the said East Boston Company. Before me. _____

_____ Chas Frank Day Justice of the Peace

The following is a true copy of article sixteen of the By Laws of the East Boston Company and is now in full force

Article 16. "All deeds conveyances and mortgages heretofore made in fee simple, or for any other or less estate, and all leases of any lands or real estate owned by the East Boston Company executed by the President, countersigned by the Treasurer and authenticated by the seal of said Company are hereby ratified and confirmed and declared to be the voluntary acts and deeds of said Company. _____

_____ And all deeds, conveyances and mortgages which shall hereafter be made in fee simple or for any other or less estate, all leases of any lands or real estate owned by said Company, and all contracts relating thereto executed by the President, countersigned by the Treasurer, and authenticated by the seal of said Company, are hereby declared to be the voluntary acts and deeds of said Company, and shall be valid and effectual as such to all intents and purposes."

Attest. John Noble. Clerk

Salem December 28th 1882 Satisfactory E. P. Walton Corporation Counsel. _____

Boston Jany 2d 1883. at 12 o'clock 1 00 mins P. M. Recd. & Entd with Suffolk Deeds Lib. 1584. Fol. 167

Attest Thos F. Temple Regr.

Boston Revere Beach & Lynn Railroad to City of Boston

Know all men by these presents that the Boston Revere Beach and Lynn Railroad a Corporation duly established under the laws of the Commonwealth of Massachusetts in consideration of one dollar and other valuable consideration to it paid by the City of Boston a Municipal Corporation in said Commonwealth the receipt whereof is hereby acknowledged, does hereby give and grant unto said City of Boston the right to use as part of a street or parkway in such way or ways as

may be deemed advisable by the Board of Park Commissioners for the said City of Boston, a certain strip of land in that part of said Boston called East Boston thirty (30) feet wide and one hundred (100) feet long included within the location of said Railroad and shown in blue on a plan made by Henry M. Wightman City Engineer of said City of Boston dated Oct 1882 a copy of which is recorded with a deed from the East Boston Company to said City dated December [illegible] 1882.

To have and to hold the above granted rights to the said City of Boston its successors and assigns forever, but nothing herein contained nor the acceptance of this instrument shall be construed to oblige said City of Boston to construct lay out or maintain said strip as a public street or way.

In Witness whereof the said Boston Revere Beach and Lynn Railroad has caused its corporate seal to be hereto affixed and these presents to be signed acknowledged and delivered in its name and behalf by Edwin Walden its President hereto duly authorized this Twentieth day of December AD 1[illegible]

In presence of John A. Bruno.

Boston, Revere Beach and Lynn Railroad Co. By Edwin Walden President.

Commonwealth of Massachusetts

Suffolk ss Boston December 21. 1882

Then personally appeared the above named Edwin Walden President and acknowledged the foregoing instrument to be the free act and deed of the Boston Revere Beach and Lynn Railroad, before me Chas A. Hammond, Justice of the Peace.

At a meeting of the Directors of the Boston Revere Beach and Lynn Railroad duly held at Boston December 20th 1882. it was—

Voted: That Edwin Walden the President be and he hereby is authorized in the name and behalf of the Railroad to execute acknowledge and deliver to the City of Boston the grant of the right to use as part of a street or parkway a portion of the location of said Railroad as shown in blue on a plan made by Henry M. Wightman, City Engineer dated October 1882 a copy of which is to be recorded with a deed from the East Boston Company to said City [illegible]

from the records. Attest John A. Penno Clerk of Corporation
Approved E. P. Nettleton Corporation Counsel

Boston January 2. 1883
at 12 o'clock & 50 mins P. M. } Recd. & Entd.
with Suffolk Deeds Lib. 1584. Folio 170.
Attest Thos F. Temple Reg.

City of Boston

Arnold Arboretum taken by Park Comn. and Other lands.

In the Board of Park Commissioners,
December 30. 1882.

Whereas the undersigned duly appointed and qualified as the Board of Park Commissioners of the City of Boston, by virtue of and according to the provisions of the Act of the Legislature of the Commonwealth of Massachusetts, entitled "An Act for the laying out of Public Parks in or near the City of Boston" being Chapter 140 of the Acts of the year 1875, deem it desirable to take that tract of land in that part of said City of Boston known as West Roxbury, held by the President and Fellows of Harvard College, and by them dedicated to the use of the Arnold Arboretum, so called, together with certain adjoining tracts, the property of other parties deemed by said Commissioners convenient and necessary for use in connection therewith, for the purposes and under the powers and limitations set forth in said Act and Acts in addition thereto and amendment thereof, which tracts of land are hereinafter described.

Now Therefore, we, the said Board of Park Commissioners, by the authority conferred upon us by the said act of the year 1875 and by the City Council of said City of Boston, which has made the appropriation necessary to cover the estimated expenses of our action in the premises, have taken, and hereby do take and locate as and for a public park the following described parcels of land, with all the buildings and fixtures thereon, situated in the said City of Boston, and shown on a plan by the City Engineer of said City, dated December 30. 1882. designated "Plan of lands taken from the President & Fellows of Harvard College and others for a Public Park" and to be filed herewith for record in the Registry of Deeds for Suffolk County, namely,

A parcel of land belonging to the President and Fellows of Harvard College, bounded and described as follows: Beginning at a point on the division line between land of said President & Fellows, and land hereinafter described as taken from Arthur W. Austin, and distant 545 $\frac{94}{100}$ feet on the said division line from South Street and running Southwesterly 457 $\frac{14}{100}$ feet: thence westerly 343 $\frac{59}{100}$ feet: thence more southerly 60 $\frac{15}{100}$ feet: thence again more southerly 145 $\frac{20}{100}$ feet: thence again more southerly 140 $\frac{20}{100}$ feet: thence westerly 202 $\frac{1}{100}$ feet: thence southwesterly 464 $\frac{92}{100}$ feet: thence southeasterly 83 $\frac{29}{100}$ feet: thence southerly 116 $\frac{71}{100}$ feet: thence southeasterly 107 $\frac{80}{100}$ feet, thence more easterly 254 $\frac{37}{100}$ feet; (all said boundaries being on land of said President & Fellows) to South Street: thence on said South Street, southwesterly southerly and westerly 1408 $\frac{37}{100}$ feet to Pusey Street: thence Northwesterly on said Pusey Street 1357 $\frac{37}{100}$ feet to land herein after described as taken from Joseph C. Skinner: thence Northeasterly by two lines 653 $\frac{9}{100}$ feet on land hereinafter described as taken from said Skinner and Freelove S. Kent: thence northwesterly 509 $\frac{60}{100}$ feet: southwesterly 28 feet: Northwesterly on several lines 401 $\frac{63}{100}$ feet, on land hereinafter described as taken from said Kent, and other land of said Kent to Centre Street: thence Northeastwardly on said Centre Street 1324 $\frac{32}{100}$ feet: thence southeasterly 500 $\frac{99}{100}$ feet: thence northeasterly by two lines 1645 $\frac{3}{100}$ feet: the last two boundaries being on land hereinafter described as taken from the Adams Nervine Asylum: thence southeasterly 1852 $\frac{31}{100}$ feet, on land hereinafter described as taken from Sylvia V. Smith & her heirs and from Arthur W. Austin, to the point of beginning: containing 122 $\frac{55}{100}$ acres more or less: reserving however to the said President & Fellows of Harvard College, their successors and assigns, the right to the water works and water supply for the benefit and use of the parcel of land marked M. on said plan (which parcel is dedicated to the use of the Pusey Institution) which water works and water supply are now enjoyed by the College in respect of the said parcel with liberty to enter upon the land hereinbefore described as taken

from said President & Fellows, for the purpose of opening cleaning and repairing the said water ways: also reserving to said President & Fellows, their successors and assigns, the right of drainage from said parcel of land marked M. on said plan, by and through the drains now in use for the said purpose, in and under the low lands adjoining and lying northerly of the said parcel: with liberty to enter from time to time upon the said low lands and to open, cleanse, repair, and (if they deem it necessary) to enlarge and reconstruct the said drains: ——

—— A parcel of land belonging to Arthur W. Austin, bounded and described as follows: Beginning at a point in the northerly line of South Street, on land of the President & Fellows of Harvard College: thence running northerly on said land of said College 259 feet: thence northwesterly on said land of said College and land hereinbefore described as taken from said President & Fellows 1178 $\frac{63}{100}$ feet: thence turning and running northeasterly on land hereinafter described as taken from Sophia A. Smith and her heirs 53 $\frac{62}{100}$ feet: thence turning and running southeasterly by a straight line 524 $\frac{27}{100}$ feet: thence by a curved line of 387 $\frac{34}{100}$ feet radius, 172 $\frac{35}{100}$ feet: thence southeasterly by a straight line 50 feet: thence by a curved line of 859 $\frac{92}{100}$ feet radius, 435 $\frac{25}{100}$ feet: thence southeasterly by a straight line 60 $\frac{15}{100}$ feet: thence by a curved line of 529 $\frac{69}{100}$ feet radius, 41 $\frac{59}{100}$ feet: thence by another curved line of 175 feet radius, 45 $\frac{80}{100}$ feet: thence easterly by another curved line of 17 $\frac{73}{100}$ feet radius, 35 $\frac{94}{100}$ feet to South Street (the last eight boundaries being on other land of said Austin): thence turning and running southerly and southwesterly on said South Street 422 $\frac{80}{100}$ feet to the point of beginning: containing 181.658 square feet, more or less. ——

—— A parcel of land belonging to Sophia A. Smith and her heirs, bounded and described as follows: Beginning at the Northwesterly corner of land hereinbefore described as taken from Arthur W. Austin and running Northwesterly on land hereinbefore described as taken from the President & Fellows of Harvard College 956 $\frac{72}{100}$ feet: thence turning and running northeasterly on land hereinafter described as taken from the Adams Nervine

Asylum 145 $\frac{19}{100}$ feet: thence turning and running Southeasterly by two lines 52 $\frac{80}{100}$ feet and 435 $\frac{60}{100}$ feet, on land hereinafter described as taken from George H. Goldsmith & his heirs: thence turning and running Southwesterly by a straight line 1 $\frac{80}{100}$ feet: thence Southerly by a curved line, of 354 $\frac{60}{100}$ feet radius, 427 $\frac{43}{100}$ feet, thence Southeasterly by a straight line 208 $\frac{64}{100}$ feet: the last three boundaries being on other land of said Smith and her heirs: thence turning and running Southwesterly on land hereinbefore described as taken from Arthur W. Austin 53 $\frac{62}{100}$ feet to the point of beginning: containing 152.967 square feet, more or less.

A parcel of land belonging to George H. Goldsmith & his heirs, bounded and described as follows.

Beginning at a point on the Southerly side of Center Street, at land now or formerly of William Minot Jr. Trustee: thence running Southwesterly on said Center Street 126 $\frac{53}{100}$ feet: thence turning and running Southwesterly, by a curved line of 28 $\frac{58}{100}$ feet radius, 45 feet: thence Southerly, by another curved line, of 157 $\frac{85}{100}$ feet radius, 68 $\frac{89}{100}$ feet, thence, by another curved line of 322 $\frac{59}{100}$ feet radius, 9[illegible] $\frac{63}{100}$ feet. thence Southwesterly by a straight line 94. $\frac{20}{100}$ feet: thence Southerly, by a curved line of 1011 $\frac{51}{100}$ feet radius of 490 $\frac{14}{100}$ feet: thence Southwesterly, by another curved line of 747 $\frac{49}{100}$ feet radius 307 $\frac{65}{100}$ feet: the last four boundaries being on other land of said Goldsmith & his heirs: thence Southeasterly by a straight line, on land now or formerly of Robert and Fred. Sawyer 217 $\frac{20}{100}$ feet: thence turning and running Northwesterly by two lines, on land hereinbefore described as taken from Sophia A. Smith & her heirs, 435 $\frac{60}{100}$ feet and 52 $\frac{80}{100}$ feet to land hereinafter described as taken from the Adams Nervine Asylum: thence turning and running Northeasterly 108 $\frac{29}{100}$ feet: thence turning and running Northwesterly 171 feet. thence Southwesterly 17 $\frac{8}{100}$ feet: thence Northwesterly again 236 $\frac{50}{100}$ feet, the last four boundaries being on said land described as taken from the Adams Nervine Asylum, and other land of said Asylum: thence turning and running Northeasterly 1020 $\frac{26}{100}$ feet on land of said Asylum, and on lands now or formerly of Edward R. Butler, William H. Goodwin, -

George W. Richards and William Minot Jr. trustee; to the point of beginning: containing 648.100 square feet, more or less.

A parcel of land belonging to the Adams Nervine Asylum, bounded and described as follows: Beginning at a point on Centre Street and land hereinbefore described as taken from the President & Fellows of Harvard College and thence running Northeasterly on said Centre street 85 $\frac{65}{100}$ feet: thence Southeasterly 200 feet: thence Northeasterly 100 feet: thence Easterly 369 $\frac{56}{100}$ feet: thence Northeasterly 200 $\frac{80}{100}$ feet: thence northwesterly 493 $\frac{29}{100}$ feet: thence Northeasterly 755 $\frac{75}{100}$ feet, the last six boundaries being on land of said Asylum: thence turning and running Southeasterly 106 $\frac{50}{100}$ feet: Northeasterly 17 $\frac{8}{100}$ feet: Southeasterly 171 feet, the last three boundaries being on land hereinbefore described as taken from George H. Goldsmith & his heirs: thence turning and running Southwesterly by a broken line 1898 $\frac{65}{100}$ feet, on land hereinbefore described as taken from George H. Goldsmith & his heirs, Sophia A. Smith & her heirs, and the President & Fellows of Harvard College: thence turning and running Northwesterly, on said land described as taken from said President & Fellows 500 $\frac{99}{100}$ feet, to the point of beginning: containing 503,184 square feet, more or less.

A parcel of land belonging to Frederic S. Kent, wife of Daniel H. Kent, bounded and described as follows: Beginning at a point in the division line between the lands of the said Frederic S. Kent and Caroline E. Skinner, and distant 257 $\frac{41}{100}$ feet along said line from the southeasterly side of Centre Street, and running thence by a straight line 242 $\frac{94}{100}$ feet on other land of said Kent: thence turning and running by three lines Southeasterly 50 $\frac{83}{100}$ feet: Northeasterly 28 feet: and Southeasterly 509 $\frac{60}{100}$ feet: thence turning and running Southwesterly 362. $\frac{44}{100}$ feet feet, the last four boundaries being on land hereinbefore described as taken from the President & Fellows of Harvard College: thence turning and running Northwesterly on lands hereinafter described as taken from Joseph C. Skinner and from Caroline E. Skinner 506 $\frac{31}{100}$ feet,

to the point of beginning: containing 164.662 square feet, more or less.

— A parcel of land belonging to Joseph C. Skinner, bounded and described as follows: Beginning at a point on Bussey Street, at the Southwesterly corner of land hereinbefore described as taken from the President & Fellows of Harvard College, and running Northwesterly on said Bussey Street 135 $\frac{65}{100}$ feet; thence Northeasterly on land hereinafter described as taken from Caroline E. Skinner 385 $\frac{40}{100}$ feet; thence Southeasterly on land hereinafter described as taken from Freelove S. Kent 137 $\frac{60}{100}$ feet; thence Southwesterly on said land hereinbefore described as taken from said President & Fellows of Harvard College 290 $\frac{65}{100}$ feet, to the point of beginning: Containing 41.557 square feet, more or less.

— A parcel of land belonging to Caroline E. Skinner, bounded and described as follows: Beginning at a point on Bussey street at land hereinbefore described as taken from Joseph C. Skinner, and thence running Northwesterly on said Bussey Street 493 $\frac{55}{100}$ feet; thence Northeasterly on Water Street 700 $\frac{37}{100}$ feet; thence on other land of said Caroline E. Skinner, Easterly 272 $\frac{64}{100}$ feet and Northeasterly 357 $\frac{17}{100}$ feet; thence Southeasterly 310 $\frac{71}{100}$ feet on land hereinbefore described as taken from Freelove S. Kent; thence Southwesterly on land hereinbefore described as taken from said Joseph C. Skinner 385 $\frac{40}{100}$ feet, to the point of beginning: containing 213.423 square feet more or less.

Charles H. Dalton.
Jr Gray Jr
Henry Lee
} The Board of Land Commissioners of the City of Boston

Boston January 6. 1883
at 2 o'clk. P.M.
with Suffolk D. R. Lib 1524 fo 497
Attest. Thos F. Temple, Rec.
} Recd & Entd.

Indenture of Lease Arnold Arboretum, to Harvard College.

This Indenture made the thirtieth day of December in the year Eighteen hundred and eighty two between the City of Boston a municipal Corporation in the Commonwealth of Massachusetts (hereinafter called the City) of the one part and the President & Fellows of Harvard College a corporation established by the laws of Massachusetts (hereinafter called the College) of the other part. —

Whereas the Board of Park Commissioners of the City of Boston by virtue of the authority conferred upon said Board by Chapter one hundred and eighty five of the Acts of the Legislature of Massachusetts of the year 1875 and by the City Council of said City of Boston, by a certain written instrument of even date herewith to be recorded with the Suffolk Registry of Deeds have taken and located as and for a public park that tract of land in that part of said City known as West Roxbury held by the College and by it dedicated to the use of the Arnold Arboretum, so called, together with certain adjoining tracts, the property of other persons deemed by said Commissioners convenient and necessary for use in connection therewith for the purposes and under the powers and limitations set forth in said Act and acts in addition thereto and amendment thereof — And whereas by an act of the General Court of Massachusetts passed on the twenty ninth day of March in the year 1880 it was enacted that in case the said board of park commissioners deemed it desirable so to take the said lands for the said purposes the City was thereby authorized to lease such portion of the said Arboretum and adjoining tracts so taken as the said board of Commissioners might deem not necessary for use as parkways and grounds to the College to be held to the same uses and purposes as the said Arboretum was then held under the trusts created by the wills of Benjamin Bussey and of James Arnold and for such a term and upon such mutual restrictions reservations covenants and conditions as to the use thereof by the public in connection with the uses of the same under the said trusts and as to the rights, duties and obligations of the contracting parties as might be

agreed upon between the said Commissioners and the College. And the board of park Commissioners on the part of the City and the president on behalf of the College were respectively authorized to execute and deliver the said lease. And whereas the said board of park Commissioners deems such portion of the said Arboretum and adjoining tracts as is hereinafter described and leased to be not necessary for use as pathways and grounds and considers that the same will be better and more advantageously enjoyed and used by the public as a part of the said park if the same be leased to the College for the purposes of the said trusts and upon such terms and subject to such provisions with regard to the use thereof by the public as are hereinafter contained. And it has been agreed between the said Commissioners and the College that the same be leased to the College for the term and upon the mutual restrictions reservations covenants and conditions hereinafter expressed.

Now this Indenture witnesseth that the City by virtue and in exercise of the power and authority given to it by the said act and of every other power and authority it hereunto enabling does demise and lease unto the College all that parcel of land delineated on a plan entitled "The Arnold Arboretum" and to be recorded herewith in the Suffolk Registry of Deeds situate in that part of Boston known as West Roxbury and bounded and described as follows:

Beginning at a point on the northerly line of South street at land of the President and Fellows of Harvard College, and running thence westerly on said land by two lines 259 feet and 287 $\frac{90}{100}$ feet; thence turning and running in a general westerly direction on said land of said President and Fellows by several lines 457 $\frac{14}{100}$ feet, 343 $\frac{09}{100}$ feet, 60 $\frac{15}{100}$ feet, 145 $\frac{20}{100}$ feet, 140 $\frac{20}{100}$ feet, 202 $\frac{1}{100}$ feet and 464 $\frac{92}{100}$ feet, thence turning and running on said last mentioned land in a general southeasterly direction by several lines 83 $\frac{29}{100}$ feet, 116 $\frac{71}{100}$ feet, 107 $\frac{80}{100}$ feet, and 254 $\frac{37}{100}$ feet to South street, thence turning and running south-

westerly by a curved and broken line on said South Street 1408 $\frac{37}{100}$ feet to Bussey Street, thence turning and running Northeastern on said Bussey Street 1981 $\frac{07}{100}$ feet to Walter Street, thence turning and running Northerly on said Walter street 240 $\frac{37}{100}$ feet, thence turning and running Northeastern by three lines on land of Caroline E. Skinner and Freelove S. Kent 272 $\frac{64}{100}$ feet, 357 $\frac{17}{100}$ feet, and 242 $\frac{94}{100}$; thence turning and running Northwesterly on said land of Kent 350 $\frac{80}{100}$ feet to Centre Street, thence turning and running Northeasterly on said Centre Street 1409 $\frac{97}{100}$ feet, thence turning an running Southeasterly 200 feet, thence Northeasterly 100 feet, thence Easterly 360 $\frac{56}{100}$ feet, thence Northeastern 200 $\frac{8}{10}$ feet, thence Northwesterly 1193 $\frac{77}{100}$ feet, thence Northeasterly 755 $\frac{75}{100}$ feet, thence Northwesterly 130 feet, the last seven boundaries being on land of the Adams Nervine Asylum, thence turning and running Northeasterly on land of said Asylum and on lands now or formerly of Edward R. Butler, William H. Goodwin, George W. Richards and William Minot Jr. Trustee 1020 $\frac{26}{100}$ feet to Centre Street, thence turning and running Southeasterly on said Centre Street 126 $\frac{03}{100}$ feet, thence turning and running Southwesterly by a curved line of 28 $\frac{58}{100}$ feet radius 45 feet, thence Southerly by another curved line of 157 $\frac{85}{100}$ feet radius 68 $\frac{19}{100}$ feet, thence by another curved line of 372 $\frac{59}{100}$ feet radius 97 $\frac{63}{100}$ feet, thence Southeasterly by a straight line 94 $\frac{20}{100}$ feet; thence Southerly by a curved line of 1011 $\frac{51}{100}$ feet radius 490 $\frac{14}{100}$ feet, thence Southwesterly by another curved line of 747 $\frac{89}{100}$ feet radius 307 $\frac{65}{100}$ feet, the last six boundaries being on land of George W. Goldsmith and his heirs; thence Southwesterly by a straight line on land now or formerly of Robert and Fred Seaver 217 $\frac{80}{100}$ feet, thence Southwesterly by a straight line 1 $\frac{8}{10}$ feet, thence Southerly by a curved line of 354 $\frac{60}{100}$ feet radius 427 $\frac{43}{100}$ feet, thence Southeasterly by a straight line 218 $\frac{64}{100}$ feet, the last three boundaries being on land of Sophia A. Smith and her heirs, thence continuing on the same line Southeasterly 524 $\frac{27}{100}$ feet, thence by a curved line of 387 $\frac{34}{100}$ feet, radius 172 $\frac{35}{100}$ feet, thence Southeasterly by a straight

line 50 feet: thence by a curved line of 859 $\frac{92}{100}$ feet, radius 435 $\frac{25}{100}$ feet, thence Southeasterly by a straight line 60 $\frac{15}{100}$ feet, thence by a curved line of 529 $\frac{69}{100}$ feet radius 41 $\frac{59}{100}$ feet: thence by another curved line of 175 feet radius 45 $\frac{80}{100}$ feet; thence Easterly by another curved line of 17 $\frac{73}{100}$ feet radius 35 $\frac{94}{100}$ feet to South Street, the last eight boundaries being on land of Arthur W. Austin, thence turning and running Southerly and Southwesterly on South Street 422 $\frac{80}{100}$ feet to the point of beginning, containing 167 $\frac{44}{100}$ acres more or less ——

—— Excepting and always reserving out of these presents all those parts of the said lands delineated and marked on the said plan as driveways and parkways and those parts of the same lands delineated and marked A and B respectively on the said plan. —— And granting with the premises hereby leased a free and unobstructed right of way over and over all the said excepted parts of the said lands and upon and over the driveways and parkways delineated on the said plan and so marked thereon. ——

To have and to hold the premises hereby leased (hereinafter called the Arnold Arboretum) unto the College and its successors and assigns for the term of One Thousand years from the date hereof without impeachment of waste upon and for the same trusts uses and purposes as those upon and for which the said land held by the College for the purposes of the said Arboretum at the said time of the passing of the said Act of the year 1880 was then held under the will of Benjamin Bussey and the will of James Arnold and a certain indenture dated the 29th day of March in the year 1872, and made between George B. Emerson, John J. Dixwell and Francis E. Parker as trustees of the will of the said James Arnold of the one part and the College of the other part in which indenture the trusts provided for in the said will of James Arnold are declared in pursuance of the directions in

the said will contained _____ _____ _____
Yielding and paying therefor during the said term the yearly rent of one dollar _____

And the City covenants with the College its successors and assigns that the College and its successors and assigns shall peaceably hold and enjoy the premises hereby leased during the said term without any interference or control of the City or any person claiming through or under it. That the City will at all times save and keep harmless and indemnified the College and its successors and assigns and keep the premises hereby leased free and discharged of and from all taxes and assessments of every description which during the said term may be assessed or payable in respect of or charged upon the premises hereby leased or any part thereof. That the City will within a reasonable time make and finish fit for use of good sound materials and in a proper and workmanlike manner the driveways of which the sites and dimensions are delineated on the said plan and so marked thereon but at a cost not exceeding seventy five thousand dollars, and that the said driveways during the said term shall be repaired and maintained in a proper and substantial manner free of all charge and expense to the College and its successors and assigns. That the City will during the said term provide and maintain a proper and sufficient police in and about the Arnold Arboretum and the said parts excepted from these presents and the said roads, avenues and parkway for the preservation of order and good conduct and the observance of the rules hereinafter mentioned or provided for. _____

_____ That no public street or highway and no steam or horse railway or construction for like purposes shall be laid out through or over any part of the Arnold Arboretum except in such places if any and in such manner as the Park Commissioners and the College shall approve. That if the water supply from the sources within the Arnold Arboretum which the College has heretofore enjoyed for use in the said Arboretum shall at any time

be cut off interrupted or impaired by the City or its assigns the City will immediately provide at its own charge and expense an equal or superior supply of water for the line use. And that if the College its successors or assigns shall be desirous of taking a renewed lease of the said premises for the further term of one thousand years from the expiration of the term hereby granted the City or its assigns will upon the request and at the expense of the College its successors or assigns and upon its or their executing and delivering to the City or its assigns a counterpart thereof forthwith execute and deliver to the College its successors or assigns a renewed lease of the said premises for the further term of one thousand years at the same yearly rent and upon and subject to the same restrictions, reservations, covenants and conditions as are herein contained including this present covenant and so on from time to time forever. —— And the College for itself and its successors and assigns covenants with the City that the College will not commence or prosecute any action suit or other proceeding against the City for the enforcement or recovery of any damages or claim which the College may have or be entitled to against the City by reason of the said taking of the said Arboretum land by the City. And that the said Arboretum shall at all reasonable times be open to the inspection of the public as a part of the said park subject to the rules hereinafter mentioned as provided for. ——

Provided Always and it is hereby declared that the City shall be at liberty to erect and maintain suitable gateways for entrance thereto upon any of the said excepted parts and to maintain gates there. And that no pavilion, kiosk, urinal, museum, greenhouse, stable, shed or other buildings (except as above provided) shall be erected or maintained within the Arnold Arboretum or in any of the said excepted parts or in any of the said driveways or parkways without the prior consent of the Park Commissioners and the College. —— Provided also and it is hereby declared

and agreed that the use of the Arnold Arboretum and and of the said excepted parts and of the said roads avenues and parkways by the City and its assigns and the College its successors and assigns and the public shall be subject to the rules contained in the schedule hereto annexed and to such additional rules as have been or may from time to time be agreed upon between the Park Commissioners and the College; But any of the said rules may be altered or annulled by agreement between the Park Commissioners and the College

In witness whereof the City by its Board of Park Commissioners and the College by its President have hereto set their respective corporate seals and caused these presents to be signed, acknowledged and delivered in their name and behalf by the said Commissioners and the said President the day and year first above written.

President and Fellows
of Harvard College, by
Charles W. Eliot
President

The City of Boston
by Charles H. Dalton
W. Gray Jr.
Henry Lee

The Board
of Park
Commissioners
of the City of
Boston.

Commonwealth of Massachusetts.

Suffolk, S.S. December 30th 1882. Then personally appeared Charles H. Dalton, William Gray Jr. and Henry Lee, Board of Park Commissioners of the City of Boston and acknowledged the foregoing instrument to be the free act and deed of the said City, and personally appeared Charles W. Eliot President and acknowledged the foregoing instrument to be the free act and deed of the President and Fellows of Harvard College before me.

Edward T. Nettleton
Justice of the Peace.

The schedule referred to in the above written Indenture.

Rules.

1. The Arnold Arboretum shall be open to visitors

daily from 7 o'clock A. M. to sunset.

2 No hawker, pedler, or huckster or other person offering or exposing for sale any goods or wares, shall be allowed in the Arboretum or in any of the roads, avenues or parkways within its limits.

3. No military or civil encampment, parade, drill, review, procession, or other military or civil evolution, assemblage, entertainment, exercise or athletic game or sport shall be had or performed within the Arboretum or in any of the said roads, avenues or parkways, except with the prior consent of the Park Commissioners and the Corporation of Harvard College. And no military body shall, except with such prior consent, enter or move in military order within the Arboretum, or in any of the said roads, avenues or parkways except in case of riot, insurrection, rebellion or war.

Boston Jany 6. 1883
at 2 o'clk P. M.
with surplus & d. Lib. 1584. fol 507.
Rec'd & Entd.
Attest Thos. H. Dunphy, Rec'd.

Know all men by these presents, that I, Arthur W. Austin, of Milton in the County of Norfolk and Commonwealth of Massachusetts, in consideration of Fifteen thousand nine hundred and thirty two and 90/100 dollars to me paid by the City of Boston, the receipt whereof is hereby acknowledged, do hereby give grant, bargain, sell and convey to the said City of Boston, and its assigns forever.

Arthur W. Austin to City of Boston

A certain parcel of land, situated in that part of said Boston which was formerly West Roxbury, bounded and described as follows, viz: beginning at a point in the Northerly line of South

Street on land of the President and Fellows of Harvard College; thence running northerly on said land of said President and Fellows two hundred and fifty nine (259) feet; thence northeasterly on said land of said President and Fellows, and on land taken from said President and Fellows by the Board of Park Commissioners of said City, December 30. 1882, eleven hundred and seventy eight and $\frac{53}{100}$ (1178.53) feet; thence turning and running north-easterly on land taken as aforesaid from Sophia A. Smith and her heirs fifty three and $\frac{62}{100}$ (53.62) feet; thence turning and running south-easterly by a straight line five hundred and twenty four and $\frac{27}{100}$ (524.27) feet; thence by a curved line of 387 $\frac{34}{100}$ feet radius, one hundred and seventy two and $\frac{35}{100}$ (172.35) feet; thence south-easterly by a straight line fifty (50) feet; thence by a curved line of 859 $\frac{92}{100}$ feet radius, four hundred and thirty five and $\frac{25}{100}$ (435.25) feet; thence south-easterly by a straight line sixty and $\frac{15}{100}$ feet; thence by a curved line of 529 $\frac{69}{100}$ feet radius, forty one and $\frac{59}{100}$ (41.59) feet; thence by another curved line of 175 feet radius, forty five and $\frac{50}{100}$ (45.50) feet; thence easterly by another curved line of 17 $\frac{73}{100}$ feet radius, thirty five and $\frac{94}{100}$ (35.94) feet to South Street (the last eight boundaries being on other land of said Austin); thence turning and running southerly and south-westerly on said South Street four hundred and twenty two and $\frac{80}{100}$ (422.80) feet to the point of beginning; containing 1:1,652 square feet more or less, and being a portion of one of the parcels of land conveyed to me by Samuel Prescott by his deed dated August 11. 1880, and recorded with Suffolk Deeds Lib. 1509, fol 238; being also the same parcel taken from me, the said Arthur W. Austin, by the said Board of Park Commissioners, December 30. 1882. for the purposes of a public park of the said City of Boston, and shown on a plan made by the City Engineer of said City, dated December 30. 1882, designated "Plan of lands taken from the President and Fellows of Harvard College and others for a Public Park."

and to be filed for record in the Suffolk Registry of Deeds to which plan reference may be had for a more particular description of the granted premises. ——

And for the above named consideration I do also hereby give and grant unto the said City of Boston the right to slope or bank the filling, where required for grading said park to the established grade thereof, upon my remaining land abutting upon said park, and I do also, for myself and my heirs, executors, administrators and assigns, covenant and agree with the said City of Boston, that I will not and they shall not make or have any claim or demand against said City for damages in consequence of the omission by said City to build or maintain a retaining wall, or bulkhead to support such filling, or to support the bank on either side of said Park, where cutting down is required for such grading, and further that I will not and they shall not remove or permit to be removed by any person other than the officers or agents of said City any portion of the filling placed or sloped upon my said remaining land abutting upon said park in grading the same as aforesaid, unless a retaining wall or bulk-head to support said filling shall be built upon the line of my said remaining land abutting upon said park. ——

And the above consideration has been received in full satisfaction and discharge of all claims and demands for damages, costs, expenses and compensation by reason of the taking of the above granted premises as aforesaid, and of the grading of said park to such grades and in such manner as may be deemed desirable or necessary by said Board of Park Commissioners. —— And I do for myself and my heirs, executors and administrators, covenant and agree to and with the said City of Boston and its assigns to indemnify and forever save harmless the said City of Boston and its assigns against any and all claims and demands of any person or persons whomsoever for damages costs, expenses, or compensation for or on

account of the granted premises or the taking thereof, or the grading of said park as aforesaid, so far as such grading affects my land abutting upon said park.

To have and to hold the aforegranted premises to the said City of Boston, its successors and assigns, in fee simple forever. And I, the said grantor, for myself and my heirs, executors and administrators, do covenant with the said City of Boston, and its assigns, that I am lawfully seized in fee of the aforegranted premises; that they are free from all encumbrances except said taking; that I have good right to sell and convey the same to the said City of Boston and its assigns forever as aforesaid; and that I will, and my heirs executors and administrators shall warrant and defend the same to the said City of Boston and its assigns forever against the lawful claims and demands of all persons.

In witness whereof, I, the said Arthur W. Austin, having no wife, have hereunto set my hand and seal this sixth day of January, A. D. 1883.

Signed and sealed in presence of — Arthur W. Austin

fourteen words having been inserted between the second and third lines on this page before signing.

Roscoe P. Owen.

Commonwealth of Massachusetts.

Suffolk, ss. January 6 1883.

Then personally appeared the above named Arthur W. Austin, and acknowledged the foregoing instrument to be his free act and deed,

Before me,

Roscoe P. Owen
Justice of the Peace.

Approved
Roscoe P. Owen
City Conveyancer.

Boston, Jan. 6. 1883

at ten o'clock and thirty minutes P.M.

Recd. and Entered with Suffolk Deeds Lib. 1584 fol. 521

Attest. Thos F. Temple Reg.

Know All Men by these Presents, That I, Charles Eustis Hubbard of Boston, in the County of Suffolk and Commonwealth of Massachusetts, as I am trustee for the benefit of Sophia A. Smith and her heirs, under a decree of the Supreme Judicial Court sitting and for the County of Suffolk, passed October 28. 1876, by virtue and in pursuance of the power and authority to me given by said decree, and of every other power and authority me hereto enabling and In Consideration of twenty three hundred and ninety and 00 dollars paid by the City of Boston, the receipt whereof is hereby acknowledged, do hereby remise, release and forever Quit-Claim to the said City of Boston, and its assigns forever, a certain parcel of land situated in that part of said Boston which was formerly West Roxbury and bounded and described as follows, viz: beginning at the north-westerly corner of land described in the order hereinafter mentioned as taken from Arthur W. Austin, and running north-westerly on land described in said Order as taken from the President and Fellows of Harvard College nine hundred fifty six and $\frac{72}{100}$ (956.72) feet: thence turning and running north-easterly on land described in said Order as taken from the Adams Nervine Asylum one hundred forty five and $\frac{19}{100}$ (145.19) feet: thence turning and running south-easterly by two lines fifty two and $\frac{80}{100}$ (52.80) feet and four hundred thirty five and $\frac{60}{100}$ (435.60) feet on land described in said Order as taken from George W. Goldsmith and his heirs: - thence turning and running south-westerly by a straight line one and $\frac{80}{100}$ (1.80) feet: thence southerly by a curved line of 354 $\frac{60}{100}$ feet radius four hundred and twenty seven and $\frac{43}{100}$ (427.43) feet: thence south-easterly by a straight line two hundred eighteen and $\frac{64}{100}$ (218.64) feet, the last three boundaries being on other land of said Smith and her heirs. thence turning and running south-westerly on land described in said Order as taken from Arthur W. Austin fifty three and $\frac{62}{100}$ (53.62) feet to the point of beginning: containing one hundred and fifty two thousand

Charles Eustis Hubbard to City of Boston

nine hundred and sixty seven (152 967) square feet, more or less; being shown on a plan made by the City Engineer of said City, dated December 30, 1882, designated "Plan of lands taken from the President and Fellows of Harvard College and others for a Public Park," and filed for record in the Registry of Deeds for Suffolk County.

The above granted premises were taken as belonging to said Sophia A. Smith and her heirs by an Order of the Board of Park Commissioners of said City to locate and lay out a public park, passed December 30, 1882, reference to which, as recorded in the Suffolk Registry of Deeds; is hereby had, and are to be used for the purposes of a public park of the said City — and for the consideration aforesaid I do hereby release acquit and forever discharge the said City of Boston of and from all claim and demands for damages, cost, expenses and compensation for land taken and damages caused, or which may be caused by said taking and the locating and laying out of a public park as aforesaid. ——

To Have and to Hold the above-released premises, with all the privileges and appurtenances to the same belonging, to the said City of Boston, its successors and assigns, to its and their use and behoof forever. And I the said Charles Eustis Hubbard, Trustee, for myself and my heirs, executors and administrators, do covenant with the said City of Boston, and its assigns, that the premises are free from all encumbrances made or suffered by me, except said taking — and that I will, and my heirs, executors and administrators shall, warrant and defend the same to the City of Boston, and its assigns forever, against the lawful claims and demands of all persons, claiming by, through or under me but against none other. ——

In witness Whereof, I the said Charles Eustis Hubbard, Trustee as aforesaid, seal this eleventh day of January in the year of our Lord one thousand eight hundred and eighty three. — Charles Eustis Hubbard, Trustee.

Signed, sealed and delivered in presence of Roscoe P. Owen.

Commonwealth of Massachusetts

Suffolk. SS. January 11 1883

Then personally appeared the above named Charles Eustis Hubbard, trustee, and acknowledged the foregoing instrument to be his free act and deed.

Before me. Roscoe P. Owen
Justice of the Peace.

Boston Jan. 11. 1883
at 12 o'clock & 32 min P.M. } Recd. & Entered
with Suffolk Deeds Lib. 1585. fol. 47.

Attest Thos. H. Temple Reg.

Approved. Roscoe P. Owen
City Conveyancer.

Adams Nervine Asylum to City of Boston.

Know all Men by these Presents

That the Adams Nervine Asylum, a corporation duly established in Boston in the County of Suffolk under the laws of the Commonwealth of Massachusetts. — In consideration of eleven thousand and seventy eight and $\frac{80}{100}$ dollars paid by the City of Boston, the receipt whereof is hereby acknowledged, do hereby remise, release and forever Quitclaim to the said City of Boston and its assigns forever, a certain parcel of land situated in that part of said Boston which was formerly West Roxbury, and bounded and described as follows: beginning at a point on Centre Street at land described in the Order hereinafter mentioned as taken from the President and Fellows, Harvard College and thence running north-easterly on said Centre Street eighty five and $\frac{65}{100}$ (85.65) feet; thence south-easterly two hundred (200) feet; thence north-easterly one hundred (100) feet thence easterly three hundred and sixty nine and $\frac{56}{100}$ (369.56) feet; thence north-easterly two hundred and $\frac{80}{100}$ (200.80) feet; thence north-easterly four hundred and ninety three and $\frac{29}{100}$ (493.29) feet; thence north-easterly seven hundred and fifty five and $\frac{75}{100}$ (755.75) feet; the last six boundaries being on land of said Asylum; thence turning and running south-easterly

one hundred and six and $\frac{50}{100}$ (106.50) feet; northeasterly seventeen and $\frac{8}{100}$ (17.08) feet; southeasterly one hundred and seventy one (171) feet, the last three boundaries being on land described in said Order as taken from George W. Goldsmith and his heirs; thence turning and running southwesterly by a broken line eighteen hundred and ninety eight and $\frac{5}{100}$ (1898.51) feet on land described in said Order as taken from George W. Goldsmith and his heirs Sophia A. Smith and her heirs, and the President and Fellows of Harvard College; thence turning and running northwesterly on said land described as taken from said President and Fellows five hundred and $\frac{99}{100}$ (500.99) feet to the point of beginning; containing five hundred and three thousand one hundred and eighty four (503.184) square feet more or less; being shown on a plan made by the City Engineer of said City, dated December 30. 1882, designated "Plan of lands taken from the President and Fellows of Harvard College and others for a public park", and filed for record in the Registry of Deeds for Suffolk County.

The above granted premises were taken by an Order of the Board of Park Commissioners of said City to lay out and locate a public park, passed December 30. 1882 reference to which as recorded in the Suffolk Registry of Deeds, is hereby had, and are to be used for the purposes of a public park of said City of Boston.

And for the consideration aforesaid said Adams Nervine Asylum does hereby release, acquit and forever discharge the said City of Boston of and from all claims and demands for damages, costs, expenses and compensation for land taken and damage caused, or which may be caused by said taking and the laying out and locating a public park as aforesaid.

To Have and To Hold the above released premises, with all the privileges and appurtenances to the same belonging, to the said City of Boston, its successors and assigns, to its and their use and behoof forever. And the said Adams Nervine Asylum does covenant with the said City of Boston, and its assigns, that the premises are free from all incumbrances made or suffered by it, and that it will warrant and defend the same to

to the said City of Boston, and its assigns forever, against the lawful claims and demands of all persons claiming by, through or under it but against none other.

In Witness Whereof, the said Adams Nervine Asylum has caused its common seal to be hereto affixed and these presents to be signed, acknowledged and delivered in its name and behalf by Caleb William Loring, its Treasurer, hereto duly authorized, this eleventh day of January, in the year of our Lord one thousand eight hundred and eighty three. The Adams Nervine Asylum

Signed, sealed and delivered in presence of } by Caleb William Loring, Treas.

nineteen printed words having been stricken out before signing

Commonwealth of Massachusetts

Suffolk, ss. January 11, 1883

Then personally appeared the above named Caleb William Loring, Treasurer, and acknowledged the foregoing instrument to be the free act and deed of the Adams Nervine Asylum, Before me

Augustus P. Pring

Justice of the Peace.

Boston Jan 11. 1883 at 2 o'clk. & 5 mins. P.M. with Suffolk Deeds. Lib. 1585 fol 75 } Received & Entered

Attest, Thos. H. Temple Reg.

At a meeting of the Board of Managers of the Adams Nervine Asylum duly notified and held at Boston on the eleventh day of January, 1883, two thirds of all the members of said board being present and voting in the affirmative, it was

Voted, to sell and convey to the City of Boston for the purposes of a public park, in consideration of the sum of eleven thousand and seventy eight and 56/100 dollars, by a good and sufficient quitclaim deed, all that parcel of land in the West Roxbury district of said Boston taken as belonging to said Asylum by an Order of the Board of Park Commissioners of said Boston, passed December 30, 1882, to lay out and

locate a public park, and particularly described in the instrument of said taking filed for record in the register of deeds for the County of Suffolk and to release and discharge said City from all claims and demands on the part of said Asylum for damages, costs, expenses and compensation for land taken and all damages caused or which may be caused by said taking, and the locating and laying out of a public park as aforesaid, and that Caleb William Loring the treasurer be, and he hereby is, authorized to sign, seal, acknowledge and deliver said deed and release in the name and behalf of said Asylum.

Attest. James B. Davis,
Secretary.

F. O. Prince to City of Boston

Know all Men by these Presents.

That I, Frederick O. Prince of Boston in the County of Suffolk and Commonwealth of Massachusetts in consideration of Forty thousand six hundred and twenty five dollars paid by the City of Boston the receipt whereof is hereby acknowledged do hereby remise release and forever quit claim to the said City of Boston and its assigns forever for the purposes of a Public Park two certain parcels of land situate in that part of said Boston which was formerly West Roxbury the first of which parcels is bounded as follows: southwardly by Williams street northwestwardly by land now or late of Dabney: northeastwardly by land now or late of Samuel E. Sawyer containing four hundred and seventy nine thousand one hundred and sixty square feet (479160) more or less and being the parcel numbered 21 on a plan of proposed West Roxbury Park dated 1880 and deposited in the Office of the Park Commissioners of said City. The second of said parcels is bounded as follows: northwestwardly by land now or late of Sawyer. southwestwardly by Walnut Street: southeastwardly on various lines in part by land now or late of Ellicott and in part by land of Peters: westwardly by land of Prince and Cushing Trustees: containing five hundred and

twenty two thousand seven hundred and twenty (5227 20) square feet more or less and being the parcel numbered 22 on the above mentioned plan. Said lot being comprising the same premises conveyed to me by deed of Horace Pinney Sargent dated March 1, 1879 and recorded with Suffolk Deeds Lib. 1462 fol. 256. To Have and To Hold the above released premises with all the privileges and appurtenances to the same belonging to the said City of Boston its successors and assigns to its and their use and behoof forever, and I the said grantor for myself and my heirs executors and administrators do covenant with the said City of Boston and its assigns, that the premises are free from all encumbrances made or suffered by me; and that I will and my heirs executors and administrators shall warrant and defend the same to the said City of Boston and its assigns forever against the lawful claims and demands of all persons claiming by through or under me but against none other. In witness whereof we the said Frederick O. Prince and Helen S. Prince, wife of the said Frederick O. who for the consideration aforesaid joins herein in token of her release of all right and title of or to both dower and homestead in the granted premises have hereunto set our hands and seals this Eighth day of March in the year of our Lord one thousand eight hundred and eighty three. Frederick O. Prince, Helen S. Prince and each a seal, Signed sealed and delivered in presence of E. A. F. Cook. Commonwealth of Massachusetts Suffolk. S.S. March 9 1883. Then personally appeared the above named Frederick O. Prince and acknowledged the foregoing instrument to be his free act and deed before me Henry F. May Justice of the Peace. Attested Rueben O. Owen City Conveyancer. March 9. 1883 at one o'clock and fifty five minutes P.M. Received Entered and Examined. Lib. 1590 fol. 161

Attest. Thos. F. Temple.

Reg.

F. O. Prince to City of Boston.

Know all Men by these Presents

That I Frederick O. Prince of Boston in the County of Suffolk and Commonwealth of Massachusetts Trustee in Consideration of one dollar to me paid by the City of Boston the receipt whereof is hereby acknowledged do hereby remise release and forever quit claim unto the said City of Boston all the right title and interest which I acquired as trustee a trustee and mortgagee or otherwise by or under a deed from Thomas Sherwin Collector dated Sept. 6 1878 and recorded with Suffolk Deeds Lib 1434. fol 132: a deed from said Collector dated Sept. 6. 1878 and recorded with said Deeds Lib 1434. fol 133 and a deed from said City of Boston dated Sept. 6. 1881 and recorded with said Deeds Lib 1536 fol. 26 in and to the following parcel of real estate in said Boston viz: about 479 160 feet of land on the northerly side of Williams Street in that part of said Boston formerly West Roxbury adjoining an estate of Samuel E. Sawyer being Lot 2 Block 149. Assessors Plan 3. To Have and To Hold the granted premises with all the privileges and appurtenances thereto belonging to the said City of Boston its successors and assigns to their own use and behoof forever.

In witness whereof I the said Frederick O. Prince hereunto set my hand and seal this Ninth day of March in the year one thousand eight hundred and eighty three. Frederick O. Prince and a seal Signed and sealed in presence of Henry P. Alley. Commonwealth of Massachusetts.

Suffolk, S.S. March 9. 1883 Then personally appeared the above named Frederick O. Prince and acknowledged the foregoing instrument to be his free act and deed before me Henry P. Alley Justice of the Peace

March 9, 1883 at one O'clock and fifty five minutes P.M. Received Entered and Examined Lib. 1570. 162

Attest

Thos F. Temple,

Reg.

Know all Men by these Presents
That we Frederick D. Prince and George S. Cushing as we are Trustees under the Will of Elizabeth H. Otis late of Boston in the County of Suffolk and Commonwealth of Massachusetts deceased in consideration of Seventeen thousand eight hundred and seventy five dollars paid by the City of Boston the receipt whereof is hereby acknowledged do hereby remise release and forever quitclaim to the said City of Boston and its assigns forever for the purposes of a public park a certain parcel of land situate in that part of said Boston which was formerly West Roxbury and bounded as follows. viz: South westwardly by Walnut Street there measuring seven hundred and ninety six and 1/10 (796.1) feet, more or less: westwardly by a curved line at the intersection of said Walnut Street and Forest Hills Street fifty four and 3/10 (54.3) feet, more or less: north westwardly by Forest Hills Street six hundred and thirty six and 6/10 (636.6) feet more or less, north eastwardly by Williams Street five hundred and sixty four and 3/10 (564.3) feet more or less. Eastwardly by land of said Prince two hundred and fifty six (256) feet more or less, and south eastwardly by land now or late of Andrew J. Peters four hundred and thirty and 3/10 (430.3) feet. Containing eleven and 164/1000 (11.164) acres more or less and shown on a plan made by T. B. Moses Surveyor dated Dec. 21, 1871 and recorded in the Norfolk Registry of Deeds. The proposed Street represented on said Plan has since been laid out as a public street with the name of Williams Street. The granted premises are the same parcel of land (less the portion thereof included in said Williams Street) described in a mortgage given by James Ritchie et al to Horace Binney Sargent dated January 1. 1872. recorded with Norfolk Deeds Lib 418. fol 58 and by said Sargent assigned to us as trustees as aforesaid by assignment dated April 12. 1873 and recorded with Suffolk Deeds Lib 1182 fol 225. For breach of

the conditions of said mortgage we entered upon said premises and took possession thereof Aug. 23. 1879 as appears by certificate recorded with Suffolk Deeds Lib 1468. fol 9. and said breach and possession continued for more than three years and were in no way waived by us. To Have and To Hold the above released premises with all the privileges and appurtenances to the same belonging to the said City of Boston its successors and assigns to its and their use and behoof forever. And we the said grantors for ourselves and our heirs executors and administrators do covenant with the said City of Boston and its assigns that the premises are free from all encumbrances made or suffered by us; and that we will and our heirs executors and administrators shall Warrant and defend the same to the said City of Boston and its assigns forever against the lawful claims and demands of all persons claiming by through or under us but against none other. In Witness whereof we the said Frederick O. Prince and George S. Cushing Trustees as aforesaid, have hereunto set our hands and seals this Eighth day of March in the year of our Lord one thousand eight hundred and eighty three. Frederick O. Prince Geo. S Cushing Trustees and each a seal. Signed sealed & delivered in presence of Henry F. Ellay Commonwealth of Massachusetts S. S March 8. 1883. Then personally appeared the above named F. O. Prince and George S Cushing Trustees as aforesaid and acknowledged the foregoing instrument to be their free act and deed before me Henry F. Ellay Justice of the Peace. Approved Roscoe P. Owen City Conveyancer.

March 9. 1883 at one o'clock and fifty five minutes P.M. Received, Entered & Examined. Lib. 1590. Fol. 163

Attest.

Thos F. Temple

Reg.

Know all Men by these Presents
That we Edward H. Dewson, Joseph S. Williams and
Jeremiah Williams as we are Trustees for the benefit
of Elizabeth E. Coggin (formerly Elizabeth E. Williams) &
Frances E. Williams under the Will of Jeremiah Will-
iams late of Boston in the County of Suffolk and
Commonwealth of Massachusetts deceased which will
was proved and allowed in the Probate Court for
said County of Suffolk on the fifth day of March 1877
by virtue of the power to us given in and by said
will and of every power and authority us hereto enab-
ling, and in consideration of Twenty four thousand
Dollars to us paid by the City of Boston, the receipt
whereof is hereby acknowledged do hereby give grant
bargain, sell, and convey to the said City of Boston,
and its assigns forever, for the purposes of a Public
Park, one undivided half of a certain parcel of
land situate in that part of said Boston which was
formerly West Roxbury and bounded and described
as follows. viz: Beginning at the corner of Walnut
Street and Williams Street, on the Southerly side of
Williams Street, and running thence Eastwardly on
said Williams Street fifteen hundred and eighteen and
9/10 (1518.9) feet to land formerly of Mrs. T. J. Cook
or Cook's heirs thence turning and running South
westwardly on said last named land nine hundred
and seventy six and 7/10 (976.7) feet to land of
Patrick Meehan thence turning and running north-
westwardly on said land of Meehan land of Francis
A. Peters and land now or late of Emily Sharp
eight hundred and ninety one and 4/10 (891.4) feet.
thence turning at a right angle and running
South westwardly on a straight line one hundred
and seventy seven and 3/10 (177.3) feet, thence turning
at a right angle and running north westwardly
two hundred and forty eight and 2/10 (248.2) feet
to Walnut Street, thence turning and running north
Eastwardly on Walnut Street eight hundred and seventy
nine and 9/10 (879.9) feet, to the point of beginning.

Edward H. Dewson
Joseph S. Williams
Jeremiah Williams

Containing twenty six and 8/1000 (26.081) acres more or less and being the parcel numbered 24 on a plan of "Proposed West Roxbury Park" dated 1880, on file in the Office of the Park Commissioners of said Boston Also one undivided half of a certain other parcel of land on Walnut Street and Williams Street in West Roxbury District of said Boston bounded as follows. viz. Northwestwardly by Walnut Street there measuring two hundred and forty three and 5/10 (243.5) feet, Westwardly by a Curved line at the junction of Walnut Street and Williams Street twenty three and 86/100 (23.86) feet, Southwestwardly by Williams Street, eight hundred and one and 55/100 (801.55) feet. South Eastwardly by land of Fottler two hundred and twenty one and 9/10 (221.9) feet. North Eastwardly by land of Fottler seven hundred & fifty five and 5/10 755.5 feet, containing four and 358/1000 (4.358) acres, more or less, and being the parcel numbered 23 on the above mentioned plan. To Have and To Hold the aforegranted premises, to the said City of Boston its successors and assigns in fee simple for ever. In Witness Whereof we the said Edward H. Dewson, Joseph S. Williams, and Jeremiah Williams Trustees as aforesaid, have hereunto set our hands and seals this seventeenth day of March in the year of our Lord, one thousand eight hundred and eighty three. Edwd. H. Dewson. Joseph S. Williams. Jeremiah Williams, and each a seal. _____

Signed Sealed and delivered in presence of. ninety-two printed words having been first stricken out Timo Reed to E. H. D. Roscoe P. Owen, to J. S. W & J. W.

Commonwealth of Massachusetts Suffolk S.S March 17, 1883. Then personally appeared the above named Joseph S. Williams & Jeremiah Williams Trustees, and acknowledged the foregoing instrument to be their free act and deed. Before me, Roscoe P. Owen, Justice of the Peace. Approved. Roscoe P. Owen. City Conveyancer. March 17, 1883, at Eleven o'clock and thirty eight minutes A. M. Received Entered and Examined. Lib. 1690. 633

Attest. Thos. H. Temple Reg.

Know all Men by these Presents,
That we, Joseph S. Williams and Jeremiah Williams, both of Boston, in the County of Suffolk and Commonwealth of Massachusetts. In Consideration of Twenty four thousand Dollars to us paid by the City of Boston, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain and sell, and Convey to the said City of Boston and its assigns forever, for the purpose of a public park one undivided half of a certain parcel of land situate in that part of said Boston which was formerly West Roxbury, and bounded and described as follows Viz: Beginning at the corner of Walnut Street & Williams Street on the Southerly side of Williams Street & running thence Easterly on said Williams Street fifteen hundred and eighteen and 9/10 (1518.9) feet, to land formerly of Mrs. T. J. Cook or Cooks heirs, thence turning and running Southwestwardly on said last named land nine hundred and seventy six & 7/10 (976.7) feet to land of Patrick Meehan, thence turning and running northwestwardly on said land of Meehan, land of Francis A. Peters and land now or late of Emily Sharpe, eight hundred and ninety one and 4/10 (891.4) feet, thence turning at a right angle and running Southwestwardly on a straight line one hundred and seventy and 3/10 (177.3) feet. thence turning at a right angle and running North westwardly two hundred and forty eight and 2/10 feet (248.2) to Walnut Street thence turning and running North Eastwardly on Walnut Street eight hundred & seventy nine and 9/10 (879.9) feet, to the point of beginning. Containing twenty six and 81/1000 (26.081) acres, more or less and being the parcel numbered 24 on a "plan of Proposed West Roxbury Park" dated 1880 on file in the Office of the Park Commissioners of said Boston. Also one undivided half of a certain other parcel of land on Walnut Street and Williams Street in the West Roxbury District of said Boston bound-

ed and described as follows. viz: North-Westwardly by Walnut Street there measuring two hundred and forty three and 5/10 (243.5) feet. Westwardly by a Curved line at the junction of Walnut Street and Williams Street twenty three and 86/100 (23.86) feet; Southwestwardly by Williams Street eight hundred and one and 55/100 (801.55) feet. South-Eastwardly by land of Fottler two hundred & twenty one and 9/10 (221.9) feet. North Eastwardly by land of Fottler seven hundred and fifty five and 5/10 (755.5) feet. Containing four and 358/1000 (4.358) acres. more or less. and being the parcel numbered 23 on the above mentioned plan. The above granted premises were devised to us in and by the Will of our Father Jeremiah Williams late of said Boston deceased, which said Will was proved and allowed in the Probate Court for the County of Suffolk, March 5. 1877. To Have and To Hold, the afore granted premises, to the said City of Boston its successors and assigns, in fee simple forever, and we the said grantors for ourselves and our heirs, executors, and administrators do covenant with the said City of Boston, and its assigns, that we are lawfully seized in fee of the aforesaid granted premises: that they are free from all incumbrances, that we have good right to sell and convey the same to the said City of Boston and its assigns forever as aforesaid: and that we will and our heirs, executors, and administrators shall warrant and defend the same to the said City of Boston, and its assigns forever against the lawful claims and demands of all persons. In Witness Whereof we the said Joseph S. Williams and Jeremiah Williams together with Annie F. Williams wife of said Joseph S. and Ella E. Williams wife of said Jeremiah, who for the consideration aforesaid join herein in token of their release of all right & title of or to both dower and homestead in the granted premises have hereunto set our hands and seals this seventeenth day of March in the year of our Lord. one thousand eight hundred and eighty three.

Joseph S. Williams, Annie F. Williams, Jeremiah

Williams, Ella E. Williams and each a seal, signed sealed and delivered in presence of Wm. E. James; Roscoe P. Owen to J. S. W. and J. W. George W. Fottler.

Commonwealth of Massachusetts, Suffolk S.S. March 17, 1883. Then personally appeared the above named Joseph S. Williams and Jeremiah Williams and acknowledged the foregoing instrument to be their free act and deed. Before me Roscoe P. Owen Justice of the Peace. Appeared Roscoe P. Owen, City Conveyancer. March 17, 1883 at Eleven o'clk and thirty eight minutes A. M. Received, Entered and Examined. Lib. 1590. Fol. 633.

Attest. Wm. S. Temple Reg.

Know all Men by these Presents.

That I, James Wilkinson Clapp of Brookline in the County of Norfolk and State of Massachusetts assignee in Insolvency of the estate of John Galvin being authorized hereto by order of the Court of Insolvency for Suffolk County dated December 22 1882 on my petition also acting under every power and authority me hereto enabling. In consideration of Forty nine thousand Five hundred & Fifty dollars paid by the City of Boston a municipal Corporation duly established by law in said Commonwealth the receipt whereof is hereby acknowledged do hereby convey, remise, release and forever quit claim unto the said Boston its successors and assigns, a parcel of land lying in that part of said Boston formerly called West Roxbury, bounded and described as follows viz: North westerly by land formerly of Andrew J. Peters and Francis A. Peters twelve hundred and eighteen feet five inches: North Easterly by land now or formerly of Thomas J. Cook, six hundred and ten feet: South Easterly by land now or formerly of Sumner Smith and of Roberts and John P. Rose eleven hundred and sixty four feet and South Westwardly by land now or formerly of Thomas J. Cook six

Clapp assignee to Dist. of Ct.

hundred and five feet and five inches; containing sixteen acres one quarter thirty seven rods, and one hundred and sixteen feet, more or less. Also another parcel of land adjoining the above bounded and described as follows Viz: North Westerly on Walnut Street from Scarborough Street to Fairmount Avenue so called two hundred and ninety five and 5/100 feet. North Easterly on said Fairmont Avenue from said Walnut Street to the said first described parcel of land, one thousand and ninety eight feet. South Easterly on said first described parcel by a straight line extending from said avenue to said Scarborough Street eight hundred & fifty eight feet and Westerly on said Scarborough Street, on several lines, one thousand and seventy feet; containing twelve acres two quarters fifteen rods and one hundred and twenty feet more or less Said parcel last described being the Westerly portion of Lot No. 4 on a Plan of the Scarborough Farm dated December 14. 1859 recorded in Norfolk Registry of Deeds L. 282 F. 265 and both said parcels are shown on a plan by William A. Garbett Surveyor dated Roxbury February 25. 1860 and recorded with Norfolk Deeds L. 285. F. 87 and are shown as Lot number 40 on a plan of "Proposed West Roxbury Park 1880". deposited in the office of the Park Commissioners of said City and are hereby conveyed with the rights of way and privileges to the same belonging. For my title see assignment in Insolvency of estate of John Galvin to me dated February 11. 1881 recorded with Suffolk Deeds L. 1520. F. 624 and release from Austin C Wellington to me, dated December 28. 1881. recorded with said Deeds L. 1547. F. 376. To Have and To Hold the above released premises, with the rights easements and appurtenances thereto belonging to the said City of Boston its successors and assigns to their use and behoof forever the same to be used only for the purposes of a public Park. And I the said grantor for myself and my heirs, executors and administrators do covenant with the said grantee its successors and assigns, that the premises are free from all encumbrances made by me, and that I will, and

my heirs, executors and administrators shall warrant and defend the same to the said grantee its successors and assigns forever, against the lawful claims and demands of all persons claiming by through or under me, but against none other. In Witness whereof I the said James Wilkinson Clapp Assignee have hereunto set my hand and seal this thirtieth day of March in the year of our Lord Eighteen hundred and eighty three. James Wilkinson Clapp Assignee and a seal. Signed sealed and delivered in presence of nineteen words first erased "parcels" first written over an erasure Roscoe P. Owen. Commonwealth of Massachusetts, Suffolk S.S. Boston March 30, 1883. Then personally appeared the above named James Wilkinson Clapp assignee and acknowledge the above instrument to be his free act and deed, before me Roscoe P. Owen Justice of the Peace. Appeared Roscoe P. Owen City Conveyancer March 30. 1883 at twelve o'clock and two minutes P.M. Received Entered and Examined, Lib. 1591. Fol. 630.

Attest. Thos. F. Temple, Regr.

Peters to City of Boston

Know all Men by these Presents. I, Andrew J. Peters of Pembroke in the County of Plymouth and Commonwealth of Massachusetts in Consideration of nineteen thousand three hundred and seventy five dollars paid by the City of Boston the receipt whereof is hereby acknowledged do hereby give grant bargain sell and convey to the said City of Boston and its assigns forever for the purposes of a Public Park a certain parcel of land, situate in that part of Boston which was formerly West Roxbury and bounded as follows viz: Southwestwardly on Walnut Street, by three lines two hundred and fifty and 9/10 (250.5) feet. South eastwardly on land now or late of Joseph P. Ellicott three hundred and fifty feet. Eastwardly on the same one hundred and fifty five and 9/10. (155.81) feet. Northwardly on land of said City of Boston formerly of Frederick O. Prince, one hundred and thirty three feet.

North westwardly by land of said City formerly of F. O. Prince et al, trustees, by three lines four hundred and eighty one feet be all said measurements more or less; being lot numbered 2 on a plan of Scarborough Farm West Roxbury, made by Wm. A. Garbett dated December 1st. 1859, and recorded with Norfolk deeds, lib 282 fol 265 and containing according to said plan two and 647/1000 (2.647) acres. Also a certain other parcel of land situate in the West Roxbury District of said Boston and bounded as follows, south westwardly on Morton street thirty measuring eight hundred and thirty three feet, north westwardly on Scarborough street seven hundred and twenty three feet: North eastwardly on land now or late of Galvin six hundred and five feet, south eastwardly in part on land now or late of Fottler and in part on land late of Morton eight hundred and seventy nine feet, be all said measurements more or less. containing five hundred and fifty six thousand three hundred and forty (556.340) square feet more or less. The granted parcels are shown on a plan of Proposed West Roxbury Parks, dated 1880. on file in the office of the Park Commissioners, the first described parcel being numbered 39 and the second numbered 38 on said plan. For my title to said premises see Norfolk Deeds Lib 295 Fol 3 and Lib 317 Fol 95. To Have and to Hold the aforegranted premises to the said City of Boston, its successors and assigns in fee simple forever, and I, the said Grantor for myself and my heirs, executors and administrators do covenant with the said City of Boston and its assigns that I am lawfully seized in fee of the afore granted premises: that they are free from all encumbrances made or suffered by me: that I have good right to sell and convey the same to the said City of Boston and its assigns forever as aforesaid: and that I will, and my heirs, executors and administrators shall warrant and defend the same to the said City of Boston and its assigns forever, against the lawful claims and demands of all persons, claiming by through or under me, but against none other. In witness whereof we the said Andrew J. Peters and Mary B. Peters wife of said Andrew J. who joins herein for the consideration aforesaid in token of her release of all right and title of or to both dower and homestead in the granted premises, have hereunto set our hands and seals

this twenty second day of march in the year of our Lord one thousand eight hundred and eighty three. Andrew J. Peters Mary R. Peters and each a seal signed, sealed and delivered in presence of Williams C. Peters. Commonwealth of Massachusetts. Suffolk. S.S. 22 March 1883. Then personally appeared the above named Andrew J. Peters. and acknowledged the foregoing instrument to be his free act and deed. before me. William C. Peters. Justice of the Peace. Approved Rozeve P. Owen. City Conveyancer.
March 26. 1883. at one o'clock and seventeen minutes P.M. Received & Examined. Attest. Thos. F. Temple Regr.
Lib. 1591. Fol 434.

Meehan to City of Boston

Know all Men by these Presents.
That I. Patrick Meehan of Boston in the county of Suffolk and commonwealth of Massachusetts in consideration of Four thousand Eight hundred and seventy five dollars paid by the city of Boston, the receipt whereof is hereby acknowledged, do hereby give grant bargain sell and convey to the said City of Boston and its assigns forever. for the purposes of a Public Park a certain parcel of land situate in that part of said Boston which was formerly West Roxbury being lot marked "C" on a plan made by T. B. Moses dated April 10. 1878 and recorded with Suffolk Deeds lib 1417 fol 189 and bounded as follows viz: North westerwardly on a new street, thirty feet wide, as shown on said plan there measuring four hundred and four and 32/100 (404.32) feet. South eastwardly on land now or late of Galvin in part and in part on land now or late of Cook four hundred and sixteen and 5/10. (416.5) feet. North eastwardly on land late of the heirs of Jeremiah Williams, now of the City of Boston, four hundred and fifty three and 4/10 (453.4) feet. northwestwardly on land of Francis A. Peters. being lot marked "B" in said plan four hundred and one and 3/10 (401.3) feet containing four and 8/1000 (4.008) acres. more or less. Together with the fee in and to so much of said new street thirty feet wide as lies directly opposite and contiguous to the southwesterly line of said lot "C". subject however to any and all rights of way and easements of others therein. Being the same premises conveyed to me by deeds of Thomas J. McCarthy dated April 23. 1878. and recorded with Suffolk deeds lib. 1417 fol 191 and being the

parcel numbered 27 on a plan of Proposed West Roxbury Park dated 1880 on file in the office of the Park Commissioners of said Boston. To Have and to hold the above granted premises to the said City of Boston, its successors and assigns in fee simple forever and I, the said grantor for myself and my heirs executors and administrators do covenant with the said City of Boston and its assigns forever, against the lawful claims and demands of all persons. In witness whereof I, the said Patrick Meehan and I, Mary Meehan wife of said Patrick joining herein for the consideration aforesaid in token of my release of all right and title of or to both dower and homestead in the granted premises have hereunto set our hands and seals, this twenty fourth day of March in the year of our Lord one thousand eight hundred and eighty three. — Patrick Meehan, Mary Meehan and each a seal signed, sealed and delivered in presence of Roscoe P. Owen to P. M. Witness Thomas F. Meehan Commonwealth of Massachusetts, Suffolk, S.S. March 24. 1883. Then personally appeared the above Patrick Meehan and acknowledged the foregoing instrument to be his free act and deed, before me Roscoe P. Owen Justice of the Peace. Approved, Roscoe P. Owen, City Conveyancer. March 26. 1883. at one o'clock and seventeen minutes P.M. Received, Entered and Examined. Lib. 1591. Fol. 433.

Attest, Thos F. Temple. Reg.

Know all Men by these Presents,

That I Andrew J. Peters of Pembroke in the county of Plymouth and commonwealth of Massachusetts in consideration of nineteen thousand three hundred and seventy five dollars paid by the City of Boston the receipt whereof is hereby acknowledged, do hereby give, grant bargain sell and convey to the said City of Boston and its assigns forever for the purposes of a public park, a certain parcel of land situate in that part of said Boston, which was formerly West Roxbury and bounded as follows, Viz: South westwardly on Walnut street, by three lines two hundred and fifty and 5/10 (250.5) feet: South eastwardly on land now or late of Joseph P. Ellicott three hundred and fifty feet: eastwardly on the same one hundred and fifty five

and 8/10 (155.8) feet. northwardly on land of said City of Boston

Peters to City of Boston

Know all Men by these Presents:
That I, Francis A. Peters of Boston in the County of Suffolk and Commonwealth of Massachusetts in consideration of five thousand dollars to me paid by the City of Boston, the receipt whereof is hereby acknowledged, do hereby give grant bargain sell and convey to the said City of Boston and its assigns forever, for the purposes of a Public Park, a certain parcel of land situate in that part of said Boston which was formerly West Roxbury being lot marked "B" on a plan made by J. B. Moses, dated April 10. 1878, and recorded with Suffolk deeds Lib 1417. Fol. 189 and bounded as follows. Viz: South westwardly on a new street thirty feet wide as shown on said plan, "three hundred and forty and 78/100 (340.78) feet: South eastwardly on land of Patrick Meehan, being lot marked "C" on said plan four hundred and one and 3/10 (401.3) feet. Northeastwardly on land late of the heirs of Jeremiah Williams now of the City of Boston three hundred and forty one feet: North westwardly on land now or late of Emily Sharp being lot marked "A" on said plan, three hundred and ninety one and 3/10 (391.3) feet, containing according to said plan three and 1/10 (3.1.) acres more or less: together with all my right title and interest in and to the fee of said new street, subject however to any and all rights of way and easements of others therein. Being the same premises conveyed to me by Thomas J. McCarthy by his deed dated April 23. 1878. and recorded with Suffolk Deeds Lib 1417 Fol 190 and being the parcel numbered 76 on a plan of "Proposed West Roxbury Park," dated 1880. on file in the office of the Park Commissioners of said Boston To Have and To Hold the aforegranted premises to the said City of Boston, its successors and assigns in fee simple forever, and I the said grantor for myself and my heirs executors and administrators do covenant with the said City of Boston and its assigns that I am lawfully seized in fee of the aforegranted premises, that they are free from all encumbrances, that I have good right to sell and convey the

same to the said City of Boston and its assigns forever as aforesaid and that I will and my heirs, executors and administrators shall Warrant and Defend the same to the said City of Boston and its assigns forever against the lawful claims and demands of all persons.—

In Witness Whereof, We, the said Francis A. Peters, and Mary E. Peters, wife of said Francis A who joins herein for the consideration aforesaid in token of release of all right and title of or to both dower and homestead in the granted premises have hereunto set our hands and seals this twenty first day of March in the year of our Lord one thousand eight hundred and eighty three. Francis A. Peters, Mary E. Peters, and each a seal. Signed sealed and delivered in presence of Austin Peters to both. Alice G. Parkinson to both.—

Commonwealth of Massachusetts, Suffolk, S.S. March 21, 1883 Then personally appeared the above named Francis A. Peters and acknowledged the foregoing instrument to be his free act and deed. Before me William C. Peters, Justice of the Peace. Approved. Roscoe P. Owen City Conveyance.—

March 22, 1883. at two bells and sixteen minutes P.M. Received Entered and Examined. Lib. 1591. Fol. 525.

Attest. Thos. J. Temple Reg.

Lindsley et al Trs to City of Boston

Know all Men by these Presents.

That we Joseph C. Lindsley, Alpheus H. Hardy and Nathaniel Wales Trustees, under the last Will of Thomas C. Wales late of Boston in the county of Suffolk and Commonwealth of Massachusetts deceased which Will was duly proved and allowed by the Probate Court for said county on January 10. 1881 do by virtue and in execution of the power to us given in and by said will and of every other power and authority us hereto enabling and in consideration of the sum of sixteen thousand two hundred and fourteen and $\frac{28}{100}$ Dollars to us paid by the City of Boston the receipt of which sum is hereby acknowledged hereby grant bargain sell and convey unto the said City of Boston and its assigns forever for the purposes of a Public Park four undivided

sevenths of two certain parcels of land situate in that part of said Boston formerly called West Roxbury, and bounded and described as follows, namely: "The first parcel is bounded North westerly on land now or late of Thomas J. Cook one hundred and forty six and seventeen one hundredths feet, North easterly on a certain new street forty feet wide seven hundred and thirty three and one tenth feet." South Easterly on Blue Hill Avenue two hundred and seventy one and eighty seven one hundredths feet and South westerly on other land now or formerly of William E. Abbott and Annie S. Abbott eight hundred and seventeen and ninety seven one hundredths feet: Containing one hundred and fifty five thousand three hundred and seventy five square feet. The second parcel is bounded North Westerly in part on land now or formerly of said Cook and in part on Darlings Lane so called two hundred and twenty eight and eighty eight one hundredths feet: North Easterly on said Darlings Lane, six hundred and ninety six and fifty one one hundredths feet: South Easterly on said Blue Hill Avenue two hundred and sixty three and forty six one hundredths feet: and South Westerly on said new street seven hundred and twenty six and thirty four one hundredths feet: Containing one hundred and sixty eight thousand five hundred and twenty nine square feet. Being the parcels numbered 32 and 33 on a plan entitled "Proposed West Roxbury Park" dated 1880. On file in the office of the Park Commissioners of said Boston and being a part of the same premises conveyed to the said Thomas C. Wales by the said Abbots in deed bearing date December 14 1871. and recorded in the Registry of Deeds for Norfolk county Libro 417 folio 154. To Have and to hold the above granted premises and all the privileges and appurtenances thereto belonging to the said City of Boston and its successors and assigns to their own use and behoof forever.

In witness whereof we, the said Joseph C. Lindsey, Alpheus H. Hardy and Nathaniel Wales, Trustees as aforesaid hereunto set our hands and seals this seventeenth day of April in the year one thousand eight hundred and eighty three Joseph C. Lindsey Trustee and a seal. Alpheus Trustee and a seal. Nathaniel Wales, Trustee and a seal. Signed, sealed and delivered in presence of (5 words struck out on 1st page an

successors, interlined on same) Charles E. Stratton to all.
Commonwealth of Massachusetts Suffolk, S.S. April 17. 1883.
Then personally appeared the above named Joseph L. Lindsley
and acknowledged the foregoing instrument to be his free
act and deed, before me Charles E. Stratton Justice of the
Peace. Approved Rosco P. Cocen City Engineer.
April 19. 1883 at twelve o'clock and forty five minutes P.M.
Received Entered and Examined
Lib. 1594. p. 114. Attest. Thos. F. Temple Regr.

Wales et al
to
City of Boston

Know all Men by these Presents
That We, Nathaniel Wales, Susan M. A. Wales and Ellen Kate
Wales, both single women and Annie Wales Stratton, wife of
Solomon P. Stratton all of Boston in the Commonwealth of
Massachusetts, in consideration of seven thousand and ninety
three and seventy five one hundredths dollars to us paid by
the City of Boston, the receipt whereof is hereby acknowledged
do hereby give grant bargain, sell and convey to the said
City of Boston and its assigns forever for the purposes of a
Public Park one undivided fourth part of two certain parcels
of land situate in that part of said Boston formerly called
West Roxbury and bounded and described as follows. Viz:
The first parcel is bounded North Westerly on land now or
formerly of Thomas J. Cook, one hundred and forty six and
seventeen one hundredths feet; North Easterly on a certain new
street forty feet wide seven hundred and thirty three and
one tenth feet; South easterly on Blue Hill Avenue two hun-
dred and seventy one and eighty seven one hundredths feet;
and South westerly on land now or formerly of William E.
Abbot and Anne S. Abbot eight hundred and seventeen
and ninety seven one hundredths feet. Containing one hundred
and fifty five thousand three hundred and seventy five square feet.
(155. 375). The second parcel is bounded North Westerly in part
on land now or formerly of said Cook and in part on Darlings
Lane so called two hundred and twenty eight and eighty
eight one hundredths feet; North Easterly on said Darlings Lane
six hundred and ninety six and fifty one one hundredths feet.
South Easterly on said Blue Hill Avenue two hundred

and sixty three and forty six one hundredths feet and South westerly on said New street seven hundred and twenty six and thirty four one hundredths feet, containing one hundred and sixty eight thousand five hundred and twenty nine square feet. Being a part of the parcels numbered 32 and 33 on a plan entitled Proposed West Roxbury Park dated 1880, on file in the office of the Park Commissioners of said Boston and being a part of the same premises conveyed to our deceased father Thomas C. Wales by the said Abbot, by deed bearing date December 19, 1871 and recorded in the Registry of Deeds for Norfolk County Libro 417. folio 154 and the same premises devised to us by the will of our said father which was proved in the Probate Court for the County of Suffolk January 10. 1881, and by the will of our deceased sister Mary R. H. Wales which was proved in said Court June 20. 1881. The said Nathaniel conveys by this deed five undivided twenty eighths of the above described parcels, the said Susan M. L. and Ellen Kate one undivided twenty eighth and the said Annie Wales one undivided twenty eighth. To have and to hold the above granted premises to the said City of Boston, its successors and assigns in fee simple forever, and each of us the said grantors, for himself or herself and his or her heirs, executors and Administrators doth covenant with the said City of Boston and its assigns that he or she is lawfully seized in fee of the part of the above granted premises conveyed by him or her respectively as aforesaid, that it is free from all incumbrances that he or she has good right to sell and convey the same, to the said City of Boston and its assigns forever as aforesaid and that he or she will and his or her executors heirs and administrators shall warrant and defend the same to the said city of Boston and its Assigns forever against the lawful claims and demands of all persons and for the consideration aforesaid I, the said Solomon T. Strattton do hereby release to the grantee and its successors and assigns, as my rights as tenant by the curtesy in the granted premises, and I sign these presents in token of my assent thereto, and I, Susan E. Wales wife of the said Nathaniel Wales for the consideration aforesaid do hereby release unto the grantee and its successors and

assigns all right of and to both dower and homestead in the granted premises. In witness whereof, we, the said Nathaniel Wales Annie Wales Stratton and Susan E. Wales, and we Susan M. L. Wales and Ellen Kate Wales by our attorney Alpheus H. Hardy and Solomon P. Stratton by my attorney Joseph C. Lindsley said attorneys being hereto duly authorized by letter of attorney to be recorded herewith have hereunto set our hands and seals this seventeenth day of April in the year of our Lord one thousand eight hundred and eighty three. Nathaniel Wales, Annie Wales Stratton, Susan E. Wales and each a seal. Susan M. L. Wales, Ellen Kate Wales by their attorney Alpheus H. Hardy and two seals Solomon P. Stratton by Joseph C. Lindsley his attorney and a seal, Signed sealed and delivered in presence of (the words "for the county" being first struck out on second page and the words "a part of" being first interlined on 2d. page and seven words being first interlined on 3d. page, Charles E. Stratton. Commonwealth of Massachusetts, Suffolk, S. S. April 17, 1883. Personally appeared the above named Annie Wales Stratton and acknowledged the foregoing instrument to be her free act and deed, before me Charles E. Stratton Justice of the Peace. Approved Roscoe P. Owen City Conveyancer — April 19, 1883. at twelve o'clock and forty five minutes P.M. Received Entered and Examined. Lib. 1594. p. 117.

Attest, Thos. D. Temple Regr.

Know all Men by these Presents,

Lindsley et al Trs. to City of Boston.

That we Joseph C. Lindsley, Alpheus H. Hardy and Nathaniel Wales Trustees under the last will of Mary A. H. Wales late of Boston in the County of Suffolk and Commonwealth of Massachusetts deceased, which will was duly proved and allowed by the Probate Court for said County on June 20th. 1881, do by virtue and in execution of the power to us given in and by said will and of every other power and authority us hereto enabling and in consideration of the sum of one thousand and thirteen and thirty nine one hundredths dollars to us paid by the City of Boston, the receipt of which sum is hereby acknowledged hereby grant, bargain

sell and convey unto the said City of Boston and its assigns forever for the purposes of a Public Park one undivided twenty eighth part of two certain parcels of land situate in that part of said Boston formerly called West Roxbury and bounded and described as follows namely: The first parcel is bounded North Westerly on land now or formerly of Thomas J. Cook one hundred and forty six and seventeenth one hundredth feet, North Easterly on a certain new Street forty feet wide seven hundred and thirty three and one tenth feet, South Easterly on Blue Hill Avenue, two hundred and seventy one and eighty seven one hundredths feet, and South Westerly on land now or formerly of William E. Abbot and Anne S. Abbot eight hundred and seventeen and ninety seven one hundredths feet, containing one hundred & fifty five thousand three hundred and seventy five square feet: The second parcel is bounded North Westerly in part on land now or formerly of said Cook and in part on Darlings Lane so called two hundred and twenty eight and eighty eighth one hundredths feet, North Easterly on said Darlings Lane six hundred and ninety six and fifty one one hundredths feet: South Easterly on said Blue Hill Avenue two hundred and sixty three and forty six one hundredths feet, and South Westerly on said New street seven hundred and twenty six and thirty four one hundredths feet, containing one hundred and sixty eight thousand five hundred and twenty nine square feet. Being the parcels numbered 32 and 33 on a plan entitled "Proposed West Roxbury Park" dated 1880, on file in the office of the Park Commissioners of said Boston, and being a part of the premises conveyed to Thomas C. Wales by the said Abbots by deed bearing date December 19, 1871, and recorded in the Registry of Deeds for Norfolk County Libro 417 folio 154. To have and to hold the above granted premises and all the privileges and appurtenances thereto belonging to the said City of Boston and its successors and assigns to their own use and behoof forever. In witness whereof we the said Joseph C. Sindiey, Alfred H. Hardy and Nathaniel Wales Trustees as aforesaid hereunto set our hands and seals this seventeenth day of April in the year of our Lord one thousand eight hundred and eighty three

Nathaniel Wales Trustee and a seal, Alphens H. Hardy Trustee and a seal Joseph C. Lindsley Trustee and a seal, signed, sealed and delivered in presence of Charles E. Stratton to all. ——

Commonwealth of Massachusetts Suffolk S.S. April 17, 1883 Then personally appeared the above named Joseph C. Lindsley and acknowledged the foregoing instrument to be his free act and deed, before me Charles E. Stratton Justice of the Peace — Approved Roscoe P. Owen City conveyancer — April 19, 1883 at twelve o'clock and forty five minutes P.M. Received, Entered and Examined. ——

Lib. 1094. No. 119. Attest. Thos W. Temple, Regr

Parker et al. to City of Boston.

Know all Men by these Presents.

That we Augustus Parker, George Billings and Frank S. Billings all of Boston in the County of Suffolk and Commonwealth of Massachusetts. In consideration of Twenty two thousand Dollars to us paid by the City of Boston, the receipt whereof is hereby acknowledged do hereby give, grant bargain, sell and convey to the said City of Boston and its assigns forever, for the purposes of a public park two certain parcels of land situate in that part of said Boston which was formerly West Roxbury and bounded and described respectively as follows. Viz: First: a certain parcel of land situate on the North Easterly side of Glen Road and beginning at the junction of said Road with Blue Hill Avenue thence running northwestwardly by said Road to land of Jacob Fottler thence North Eastwardly by land of said Fottler to land of Ellen S. Eldredge and others, thence South Eastwardly by land of said Eldredge and others to Blue Hill Avenue thence South Westwardly by said Avenue to the point of beginning. Being the parcel numbered 10 on a plan entitled "Proposed West Roxbury Park" dated 1880 on file in the office of the Park Commissioners of said Boston. Second: a certain parcel of land situate on the south westerly side of Glen Road and bounded as follows. Beginning at the South Easterly corner of said parcel at land of the Sewall heirs, formerly of F. Gleason, on Blue

Hill Avenue and running thence north westwardly by land of said heirs six hundred and seventy three feet, to land of Jacob Fottler thence North Eastwardly by said Fottlers land to Glen Road thence South Eastwardly by said Road to Blue Hill Avenue, and thence South westwardly by said Avenue to the point of beginning being the parcel numbered 11 on the plan hereinbefore mentioned. To have and to hold the aforegranted premises to the said City of Boston its successors and assigns in fee simple forever. and we the said grantors for ourselves and our heirs, executors, and administrators do covenant with the said City of Boston and its assigns, that we are lawfully seized in fee of the aforegranted premises; that they are free from all incumbrances, that we have good right to sell and convey the same to the said City of Boston and its assigns forever as aforesaid: and that we will, and our heirs, executors and administrators shall warrant and defend the same to the said City of Boston and its assigns forever against the lawful claims and demands of all persons. In witness whereof, we the said Augustus Parker, George Billings and Frank S. Billings together with Mary E. Parker wife of said Augustus Julia M. Billings wife of said George, and Harriet M. wife of said Frank S. who join herein for the consideration aforesaid, in token of their release of all right and title of or to both dower and homestead in the granted premises have hereunto set our hands and seals this twenty first day of April in the year of our Lord one thousand eight hundred and eighty three. Signed sealed and delivered in presence of H. Prentiss Parker, to Augustus Parker and Mary E. Parker, Edward H. Merritt to George Billings, Martha A. Arnold to Julia M. Billings, Mary O. Connell to Frank S. Billings and Harriet M. Billings, and six seals.

Commonwealth of Massachusetts. Suffolk, ss. April 21. 1883. Then personally appeared the above named George Billings and acknowledged the foregoing instrument to be his free act and deed. Before me, Roscoe P. Owen Justice of the Peace. Attested Roscoe P. Owen City Conveyancer.

April 26. 1883. at Eleven o'clock and two minutes A. M. Received Entered & Examd. Attest. Chas. H. Kimball Asst. Regt.

Lib. 1595 - p. 38 -

Young to City of Boston.

Know all Men by these Presents.

That we William H. H. Young of Boston in the county of Suffolk and commonwealth of Massachusetts and Susan T. Young wife of said William H. H. in her own right - In consideration of Five thousand six hundred and twenty five dollars paid by the City of Boston the receipt thereof is hereby acknowledged, do hereby give, grant, bargain sell and convey to the said City of Boston, and its assigns forever, for the purposes of a Public Park a certain parcel of land, situate in that part of said Boston which was formerly West Roxbury and bounded as follows. Viz: South Westwardly by Williams Street, there measuring one thousand sixty five and 6/10 (1065.6) feet. North Westwardly by land of Jacob Pottler, seventy five and 7/10 (75.7) feet. North Eastwardly by land of said Pottler, one thousand fifty one (1051) feet. South Eastwardly by land late of the heirs of Thomas C. Wales, now of the City of Boston, one hundred nine and 1/10 (109.1) feet. Containing ninety six thousand one hundred and nine (96109) square feet more or less and being the same premises conveyed to said Susan T. by Charles A. Young by deed dated Dec. 21. 1875 & recorded with Suffolk Deeds Lib 1310. fol 274, together with all our right, title, and interest in and to the passage way formerly known as Darling lane or Cooks lane running to Blue Hill avenue between said land formerly of heirs of Wales and land now or late of Sewall. The parcel above described is shown and numbered 30 on a plan entitled "Proposed West Roxbury Park" dated 1892, on file in the office of the Park Commissioners of said Boston. To have and To hold the aforegranted premises to the said City of Boston, its successors and assigns, in fee simple forever, and we the said grantors for ourselves and our heirs, executors and administrators do covenant with the said City of Boston and its assigns, that said Susan T. is lawfully seized in fee of the afore granted premises; that they are free from all incumbrances that we have good right to sell and convey the same to the said City of Boston, and its assigns forever as aforesaid, and that we will, and our heirs executors and administrators shall warrant and defend the same

to the said City of Boston and its assigns forever against the lawful claims and demands of all persons. In witness whereof we the said William H. H. Young and Susan T. Young have hereunto set our hands and seals this twenty fifth day of April in the year of our Lord one thousand eight hundred and eighty three. W. H. H. Young. Susan T. Young. and each a seal. Signed, sealed and delivered in presence of Dudley A. Dorr. Commonwealth of Massachusetts, Suffolk, S.S. April 25. 1883. Then personally appeared the above named Susan T. Young and acknowledged the foregoing instrument to be her free act and deed. Before me. Augustus Russ Justice of the Peace. Approved Roscoe P. Owen City Conveyancer. April 26. 1883. at Eleven o'clock and two minutes a. m. Received, Entered and Examined _____ Lib. 1595. P. 34

Attest. Chas. W. Kimball Asst Regr.

Massachusetts Genl. Hosp. to City of Boston.

Whereas the Massachusetts General Hospital a Corporation duly established under the laws of the Commonwealth of Massachusetts, being the owner in fee of certain land, dock and wharf property situated in Boston in the County of Suffolk and Commonwealth aforesaid and herein after described is desirous that the said land dock and wharf shall be laid out by the City of Boston as a public park: Now therefore Know all Men by these Presents that the said Massachusetts General Hospital in consideration of the premises and of sixty two thousand dollars to it paid by the city of Boston the receipt whereof is hereby acknowledged and for other good and valuable considerations, does hereby remise release and forever quit claim to the said City of Boston and its assigns forever, all its rights, title, interest and estate in and to a certain parcel of real estate in said Boston being said land, dock and wharf, situated on Charles Street and bounded and described as follows: Southeastwardly by said Charles Street, Four hundred thirteen and $\frac{10}{100}$ (413.10) feet. Southwesterwardly by land of the heirs of George Parkman, one hundred nineteen and $\frac{99}{100}$ (119.99) feet: Northwesterwardly by Charles River by two measurements, three hundred sixty three $\frac{40}{100}$ (363.40) feet and sixty three and $\frac{35}{100}$ (63.35) feet respectively and Northeastwardly by land of Edward

D. Sohier and Charles A. Welch, Trustees, one hundred eighty three and 8/100 (183.81) feet. Containing 64494 square feet more or less, and shown on a plan made by Thomas W. Davis City Surveyor, dated June 19, 1882 - deposited in the office of the Board of Park Commissioners of said Boston, a copy of which said plan is to be filed in the Suffolk Registry of Deeds. The granted premises are hereby conveyed subject to certain existing leases which will expire in July next. To Have and To Hold the aforegranted premises to the said City of Boston its successors and assigns in fee simple forever to be used only for the purposes of a public park of the said City of Boston, and for the above named consideration the grantor does hereby for itself its successors and assigns covenant and agree to make no further claim or demand whatever upon said City of Boston for damages costs expenses or compensation for on account of or in any way growing out of the taking and laying out of said parcel of land, dock and wharf as a public park. This release and conveyance is made on condition that if any betterments are assessed upon estates belonging to the said grantor on account of laying out and constructing said park as aforesaid said betterments shall be assumed and paid by said City. In witness whereof the said Massachusetts General Hospital has caused its corporate seal to be hereto affixed and these presents to be signed acknowledged and delivered in its name and behalf by Edmund Dwight its Treasurer this twenty seventh day of April A. D. 1883, Mass. General Hospital by Edmund Dwight Treas. and the corporate seal. Signed and sealed in presence of Frank J. Donald Henry A. Rand. _____ _____

Commonwealth of Massachusetts Suffolk, S.S. Boston April 27 1883. Then personally appeared the above named Edmund Dwight Treasurer and acknowledged the foregoing instrument to be the free act and deed of the Massachusetts General Hospital before me. — John W. Hastings, Justice of the Peace. At a meeting of the Board of Trustees of the Massachusetts General Hospital held at Boston Massachusetts on the Twenty fifth day of April A. D. 1883. a majority of the Board being present, the foregoing Instrument having been read

and considered it was voted unanimously that Edmund Dwight the Treasurer of this Corporation be and hereby is authorized in its name and behalf to execute and acknowledge and deliver to the City of Boston as the free act and deed of this Corporation the Instrument which has just been read releasing to said City of Boston a certain parcel of Real Estate in said Boston consisting of land dock and wharf situated on and bounded South-eastwardly by Charles Street, in said City of Boston to be used only for the purposes of a public park of the said City. Attest Thomas C. Hall, Secretary Mass. Genl. Hospital. Approved Rosco P. Owen, City Conveyancer — April 27. 1883 at Two O'clock and Fifteen minutes P. M. Received Entered & Examined.
Sd. 1090. p. 169. Attest, Chas. W. Kimball Asst. Reg.

Russell Exr. to City of Boston

Know all Men by these Presents
That I Samuel C. Russell of Boston in the Commonwealth of Massachusetts, as I am sole surviving Executor of the last will and testament of Benjamin Adams late of said Boston deceased, by virtue of the authority to me given in said will and in consideration of Thirty thousand dollars to me paid by the said City of Boston, the receipt of which is hereby acknowledged, do hereby grant bargain sell and convey unto said City of Boston, to be used for the purposes of a public park a certain parcel of land, beach and flats, situated in that part of said Boston, known as South Boston Point and bounded and described as follows. Viz: South by land and flats of Caroline D. Smith west by land this day conveyed to said City by Margaret M. Flynn, south by the same west by the end of Broadway and by land this day conveyed to said City by Benjamin Dean and Augustus Rice, trustees, South by the same, west by S street and by a line in extension of S street, northerly to low water mark and north, north east and east by low water marks. To have and to hold the aforegranted premises, with all the privileges and appurtenances thereto belonging to the said City of Boston its successors, and assigns. I do hereby for myself and my successors, heirs, executors and administrators covenant with said

Grantee, that the granted premises are free from all incumbrances made or suffered by me, and that I will and my successors heirs executors and administrators shall warrant and defend the same to the said grantee forever against the lawful claims and demands of all persons claiming by through or under me, but against none others. In witness whereof I the said Samuel H. Russell, Executor have hereunto set my hand and seal, this thirtieth day of April in the year eighteen hundred and eighty three, Samuel H. Russell, Executor and a seal, signed, sealed, and delivered in the presence of Charles Frank Day.

Commonwealth of Massachusetts, Suffolk S.S. April 30, 1883 Then personally appeared the above named Samuel H. Russell Executor, and acknowledged the foregoing instrument to be his free act and deed: before me, Chas. Frank Day Justice of the Peace. April 30. 1883 at twelve O'clock and fifty minutes P.M. Received, Entered and Examined

Attest Chas. W. Kimball Asst. Reg.

Russell Tr. to City of Boston.

The following is subjoined to the Preceding.

Know all Men by these Presents,

That I Samuel H. Russell of Boston in the Commonwealth of Massachusetts, as I am sole remaining trustee under the last will and testament of Benjamin Adams late of said Boston deceased, of the property in said will bequeathed and devised for the benefit of Mrs. Louisa Ann Adams and Mrs. Louisa Ann Adams and others, in consideration of the foregoing deed of sale and conveyance made by the executor of said will, for the consideration therein named to the City of Boston, do hereby signify and declare my entire approval of said sale and conveyance and do on my part remise release and forever quit claim unto the said City of Boston to be used for the purposes of a public park, all my right title and interest of every name and nature as such trustee in and to the premises described in the foregoing deed to which reference is to be had for a full and accurate description thereof. To have and to hold the above released premises with all the privileges and appurtenances to the same belonging

to the said City of Boston, its successors and assigns forever. In witness whereof, I the said Samuel H. Russell, Trustee as aforesaid have hereunto set my hand and seal this thirtieth day of April in the year eighteen hundred and eighty three. Saml. H. Russell Trustee and a seal signed, sealed and delivered in the presence of Charles Frank Day.

Commonwealth of Massachusetts, Suffolk ss. April 30. 1883. Then personally appeared the before named Samuel H. Russell, Trustee and acknowledged the foregoing instrument to be his free act and deed before me, Chas. Frank Day, Justice of the Peace. Approved Chas. Frank Day, City Conveyancer. April 30, 1883. at twelve o'clock and fifty minutes P.M. Received, Entered and Examined —— Lib. 1595 Fol. 395.

Attest Chas. H. Kimball Asst. Regr.

Flynn to City of Boston.

Know all Men by these Presents—

That we James J. Flynn of Boston in the county of Suffolk and commonwealth of Massachusetts and Margaret M. Flynn wife of James J. in her right in consideration of Twenty thousand six hundred thirty five and 30/100 dollars paid by the City of Boston the receipt whereof is hereby acknowledged do hereby give grant bargain sell and convey to the said City of Boston and its assigns forever for the purposes of a public park all those three several lots or parcels of land situate in that part of said Boston called South Boston, being lots numbered one (1) two (2) and three (3) on a plan of subdivision of land at South Boston belonging to the United States, made by Alexander Wadsworth, Surveyor in July 1842 and bounded and described as follows viz: Lot numbered one (1) bounded west by D street fifty feet: North by lot numbered two (2) two hundred feet six inches east by high water mark fifty one feet five inches, South by land now or formerly of H. W. Nelson two hundred and thirteen feet. containing 10 337. square feet. Lot numbered two (2) bounded West by D street fifty feet. North by lot numbered three (3) one hundred and eighty eight feet. East by high water mark fifty one feet five inches: South by lot numbered one (1) two hundred feet six inches

containing 9712 square feet: Lot numbered three (3) bounded west by Street fifty two feet, north by Broadway one hundred and seventy five feet, east by high water mark fifty three feet six inches, South by lot numbered two (2) one hundred eighty eight feet containing 9430 square feet. Being the same premises conveyed to the said Margaret M. by Patrick Kelly by his deed dated May 13. 1881, and recorded with Suffolk deeds, Lib. 1024. fol 273. To have and to hold the aforegranted premises to the said City of Boston, its successors and assigns in fee simple forever, and we the said grantors for ourselves and our heirs executors and administrators do covenant with the said City of Boston its successors and assigns in fee simple forever, and we, the said grantors for ourselves and our heirs executors and administrators do covenant with the said City of Boston and its assigns, that said Margaret M. is lawfully seized in fee of the afore granted premises: that they are free from all encumbrances, that we have good right to sell and convey the same to the said City of Boston and its assigns forever as aforesaid, and that we will, and our heirs executors and administrators shall warrant and defend the same to the said City of Boston and its assigns forever against the lawful claims and demands of all persons. In witness whereof, we, the said James J. Flynn and Margaret M. Flynn, have hereunto set our hands and seals this thirteenth day of April in the year of our Lord one thousand eight hundred and eighty three, James J. Flynn, Margaret M. Flynn and sacha seal, signed, sealed and delivered in presence of Roscoe P. Owen, _____

Commonwealth of Massachusetts Suffolk S.S. April 30. 1883

Then personally appeared the above named Margaret M. Flynn and acknowledged the foregoing instrument to be her free act and deed, before me Roscoe P. Owen, Justice of the Peace.

Approved, Roscoe P. Owen City Conveyancer. _____

April 30. 1883 at eleven o'clock and twenty five minutes A.M. Received, Entered and Examined. Lib. 1595. Fol. 285.

Attest. Chas. H. Kimball Asst. Regr.

Know all Men by these Presents

That we, Benjamin Dean and Augustus Russ both of Boston in the County of Suffolk and Commonwealth of Massachusetts, as we are Trustees under the deeds hereinafter referred to and hereunto to the powers therein contained in consideration of Thirty thousand dollars to us paid by the city of Boston a municipal corporation duly established by law in said Commonwealth, the receipt whereof is hereby acknowledged do hereby remise release and forever quit claim unto the said City of Boston its successors and assigns in fee simple for park purposes the following described parcels of land and flats situated in that part of said Boston called South Boston. First, a certain lot of land and flats containing 37500 square feet, more or less, bounded and described as follows to wit.— Beginning at the North westerly corner of the premises at the south easterly intersection of 2 street with Third street. thence running easterly on said Third street extended one hundred and fifty (150) feet. thence southerly parallel with said 2 street two hundred and fifty (250) feet to Broadway extended, thence westerly on said Broadway extended one hundred and fifty (150) feet to said 2 street; thence northerly on said 2 street two hundred and fifty (250) feet to said Third street at the point of beginning.— Second, a certain other lot of land and flats containing 37500 square feet of land more or less, bounded and described as follows, to wit. Beginning at the north westerly corner of the premises at the south easterly intersection of Second street with said 2 street, thence running easterly on said Second street extended one hundred and fifty (150) feet. thence southerly on a line parallel with said 2 street, two hundred and fifty (250) feet. to said Third St. extended, thence westerly on said Third street extended one hundred and fifty (150) feet. to said 2 street. thence northerly on said 2 street two hundred and fifty (250) feet to the point of beginning. For reference to title and powers of trustees see deeds recorded Suffolk Registry Lib 965 fol 121 Lib 966 fol 241 Lib 1420. fol 178 Lib 1463 fol 25 Lib 1480 ~ To have and to hold the granted premises with all the privileges and appurtenances belonging to the

Dean et al Trs. to City of Boston.

said City of Boston and its successors and assigns to their own use and behoof forever, and we do hereby for ourselves and our heirs executors and administrators covenant with the said grantee and its successors and assigns that the granted premises are free from all incumbrances, made or suffered by us and that we will and our heirs executors and administrators shall warrant and defend the same to the said grantee and its successors and assigns forever against the lawful claims and demands of all persons claiming by through or under us but against none other, and for the consideration aforesaid I, Mary Ann Dean wife of said Benjamin do hereby release unto the said grantee and its successors and assigns all right of or to both dower and homestead in the granted premises. In witness whereof we the said Benjamin Dean and Mary Ann Dean and Augustus Russ who is unmarried, hereunto set our hands and seals, this twenty eighth day of April in the year one thousand eight hundred and eighty three. Augustus Russ. Benj. Dean Mary A. Dean and each a seal, signed sealed and delivered in presence of Mary Dean to B. D. and M. A. D. W. G. A. Pattee to A. R. _____

Commonwealth of Massachusetts, Suffolk S.S. Boston April 28th 1883. Then personally appeared the above named Augustus Russ and Benj. Dean, and acknowledged the foregoing instrument to be free act and deed, before me W. G. A. Pattee Justice of the Peace. Approved Roscoe V. Owen City Conveyancer. April 30, 1883. at twelve o'clock and fifty minutes P. M. Received, Entered and Examined

Attest Chas. H. Kimball Asst. Regr

Lib. 1595. Fol. 394.

Dutton et al to City of Boston.

Know all Men by these Presents

That we Louisa B. Dutton wife of J. Frederick Dutton of Boston in the Commonwealth of Massachusetts and the said J. Frederick Dutton Lucella A. Pope wife of Lemuel Pope of Hingham in said Commonwealth and the said Lemuel Pope Lucy E. Lyman wife of Charles P. Lyman of Framingham in said Commonwealth and the said Charles P. Lyman and Mary F. Paul of Belvidere in the State of New Jersey wife of Frank E. Paul and the said Frank E. Paul of said Belvidere in consideration of Twenty thousand one hundred and thirty five 33/100 dollars paid by the City of Boston the receipt whereof is hereby acknowledged do hereby remise release and forever quit claim to the said City of Boston and its assigns forever for the purposes of a public park, a certain parcel of land and flats situated in said Boston and bounded and described as follows, namely: Beginning at the point of intersection of the centre line of Longwood Stream otherwise called Muddy river with the westerly line of Brookline avenue, thence running south westerly on said westerly line of Brookline avenue (thence running south westerly on said westerly line of Brookline Avenue) about two hundred and thirty three (233) feet, thence running north westerly about forty seven (47) feet, bounding on the northerly line of Appleton Place, thence running easterly, northerly and westerly on a curved line of 18 64/100 feet radius forty five 54/100 feet, thence running north westerly on a curved line of 1808 79/100 feet radius one hundred and thirty five (135) feet thence running north westerly on a curved line of 305 6/10 feet radius twenty one (21) feet to land now or late of Brown thence running north westerly bounding on said land of Brown about four hundred and sixty eight (468) feet to the centre line of the channel of said Muddy river thence running south easterly on said centre line of the said channel about five hundred and forty seven 9/100 feet, to the point of beginning, containing 83711 square feet more or less of which 60406 square feet more or less is marsh land and the remainder about 23305 square feet is covered by the waters of the said Muddy river, being the same premises shown on a plan signed by Henry W. Wightman

City Engineer, and dated April 23, 1883. which is to be recorded herewith. The interest of the grantors in the premises which is hereby conveyed, being five undivided sixths parts thereof. To have and to hold the above released premises, with all the privileges and appurtenances to the same belonging, to the said City of Boston, its successors and assigns, to its and their use and behoof forever, and we the said Louisa B. J. Frederick, Lucelia A. Lemuel, Lucy E. Charles P. Mary F. and Frank E. for ourselves, and our heirs executors and administrators do covenant with the said City of Boston and its assigns, that the premises are free from all incumbrances made or suffered by us and that we will and our heirs executors and administrators shall warrant and defend the same to the said City of Boston and its assigns forever against the lawful claims and demands of all persons claiming by through or under us but against none other. In witness whereof we the said Louisa B. and J. Frederick Dutton, Lucelia A. and Lemuel Pope, Lucy E. and Charles P. Lyman, and Mary F. and Frank E. Paul have hereunto set our hands and seals this twenty seventh day of April in the year of our Lord one thousand eight hundred and eight three. Louisa B. Dutton, J. Frederick Dutton, Lucelia A. Pope, Lemuel Pope, Lucy E. Lyman, Charles P. Lyman, Mary F. Paul, Frank E. Paul, and each a seal signed sealed and delivered in presence of Amory Eliot to L. A. Pope, and L. Pope, Mary E. Sullivan to L. E. L. Amory Eliot to C. P. L. William Gorman.

Commonwealth of Massachusetts Suffolk S.S. April 27. 1883. Then personally appeared the above named Lucelia A. Pope and Lemuel Pope and acknowledged the foregoing instrument to be their free act and deed, before me Amory Eliot, Justice of the Peace.

Commonwealth of Massachusetts Suffolk S.S. April 28. 1883 Then personally appeared the above named Louisa B. Dutton and J. Frederick Dutton and acknowledged the foregoing instrument to be their free act and deed, before me James C. Davis Justice of the Peace. Approved Roscoe P. Owen City Conveyancer. April 30. 1883. at twelve o'clock and forty eight minutes P. M. Received, Entered and Examined. Attest. Chas. W. Kimball. Asst Reg.

Lib. 1595. P. 392.

Davis
Guardian,
to
City of Boston.

Know all Men by these Presents
That I James L. Davis of Boston in the commonwealth of Massachusetts as I am Guardian of Gertrude R. Filden, Kate Filden and Mary Filden all of said Boston, minors acting herein by virtue and in pursuance of a license granted to me on the eighteenth day of June current by the Probate Court for the County of Suffolk in said commonwealth and of every other power and authority whatsoever me hereto enabling in consideration of the sum of Four thousand and Twenty seven 7/100 Dollars to me paid by the City of Boston a municipal Corporation in the said Commonwealth the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey unto the said City of Boston one undivided sixth part of a certain parcel of land and flats situated in said Boston, and bounded and described as follows, namely: beginning at the point of intersection of the centre line of the channel of Muddy river with the westerly line of Brookline Avenue, thence running south westerly on said westerly line of Brookline Avenue about 233 feet thence running North westerly about 47 feet on the Northerly line of Maple Avenue, thence running, easterly, northerly and Westerly on a curved line 45 54/100 feet: thence running northwesterly on a curved line 135 feet, thence running north westerly on a curved line, 21. feet, thence running North westerly, bounding on land now or late of Brown, about 468 feet to the said centre line of the channel of Muddy River: thence running south-easterly on said Centre line of said channel about 547 9/10 feet to the point of beginning: containing 83.711 square feet more or less, and being the same premises shown on a plan signed by Henry M. Wightman, City Engineer, dated April 23. 1883 and recorded in Suffolk Registry of Deeds with a deed from Louisa B. Dutton, & others to the said City of Boston on Book 1595 page 392 To have and to hold the granted premises with all the privileges and appurtenances thereto belonging to the said City of Boston, its successors and assigns to its and their use and behoof forever. In witness whereof I hereunto set my hand and seal this twentieth of June

in the year eighteen hundred and eighty three. James C. Davis Guardian and a seal. Signed, sealed, and delivered in presence of Roscoe P. Owen.
Commonwealth of Massachusetts Suffolk S.S. June 20. 1883. Then personally appeared the above named James C. Davis Guardian, and acknowledged the foregoing instrument to be his free act and deed. Before me Roscoe P. Owen Justice of the Peace. Approved Roscoe P. Owen City Conveyancer. June 20. 1883. at twelve O'clock and forty four minutes. P.M. Received, Entered and Examined. Lib. Mar Fol 306
Attest Thos F. Temple Regr.

T. C. Wales to City of Boston.

Know all Men by these Presents.
That I, Thomas C. Wales of Boston in the County of Suffolk and Commonwealth of Massachusetts, in consideration of four thousand and fifty three 53/100 dollars to me paid by the City of Boston the receipt whereof is hereby acknowledged do hereby give, grant, bargain sell and convey to the said city of Boston the receipt whereof is hereby acknowledged do hereby give grant, bargain, sell and convey to the said city of Boston and its assigns forever for the purposes of a public park one undivided seventh part of two certain parcels of land situate in that part of said Boston formerly called West Roxbury and bounded and described as follows. The first parcel is bounded north westerly on land now or formerly of Thomas J. Cook one hundred and forty six and seventeen one hundredths feet: Northeasterly on a certain new street forty feet wide seven hundred and thirty three and one tenth feet: South easterly on Blue Hill avenue two hundred and seventy one and eighty seven one hundredths feet and south westerly on land, now or formerly of William E. Abbot and Anne S. Abbot eight hundred and seventeen and ninety seven one hundredths feet; containing one hundred and fifty five thousand three hundred and seventy five square feet. The second parcel is bounded north westerly in part on land now or formerly of said Cook and in part on Darlington Lane, so called, two hundred and

twenty eight and eighty eight one hundredths feet. North westerly on said Darlington Lane six hundred and ninety six and fifty one one hundredths feet; South easterly on said Blue Hill Avenue two hundred and sixty three and forty six one hundredths feet and south westerly on said new street seven hundred and twenty six and thirty four one hundredths feet. Containing one hundred and sixty eight thousand five hundred and twenty nine square feet; being one undivided seventh part of the same premises conveyed to my deceased father Thomas C. Wales by the said Abbott by deed bearing date December 19th 1871 and recorded in the Registry of deeds, for Norfolk County Libro 417 folio 104 and the same premises inherited by me from my said father, there will was proved in the Probate Court for Suffolk County January 10th 1881. said parcels are the parcels numbered 32 and 33. on a plan entitled "Proposed West Roxbury Park" dated 1880, on file in the office of the Park Commissioners of said Boston. To have and to hold the afore granted premises, to the said City of Boston its successors and assigns in fee simple forever, and I the said Thomas C. Wales for myself and my heirs, executors and administrators do covenant with the said City of Boston and its assigns that I am lawfully seized in fee of the aforegranted premises that they are free from all incumbrances, and that I have good right to sell and convey the same to the said City of Boston and its assigns forever as aforesaid, and that I will and my heirs, executors and administrators shall warrant and defend the same to the said City of Boston and its assigns forever against the lawful claims and demands of all persons and for the consideration aforesaid I, Mary F. Wales wife of the said Thomas C. Wales do hereby release unto the grantee its successors and assigns all right of or to both dower and homestead in the granted premises. In witness whereof, we, the said Thomas C. Wales and Mary F. Wales have hereunto set our hands and seals, this thirtieth day of April in the year of our Lord one thousand eight hundred and eighty three. T. C. Wales. Mary F. Wales and each a seal. Signed sealed and delivered in presence of. the words "one undivided

seventh part of" and "now or formerly, being first interlined on 1st page Charles E. Stratton.

Commonwealth of Massachusetts. Suffolk S.S. April 30. 1883 Then personally appeared the above named Thomas C. Wales and acknowledged the foregoing instrument to be his free act and deed: Before me Charles E Stratton Justice of the Peace. Approved Chas. Frank Day City Conveyancer. May 4. 1883 at twelve o'clock m. Received, Entered and Examined Lib 1596. p. 168. Attest, Chas. W. Kimball Reg.

City of Boston

City of Boston et al est. to City of Boston.

In Board of Park Commissioners June 1. 1883.

Whereas the undersigned duly appointed and qualified as the Board of Park Commissioners of the City of Boston, by virtue of and according to the provision of the act of the Legislature of the Commonwealth of Massachusetts entitled "an act for the laying out of public parks in or near the City of Boston" being Chapter 185 of the acts of the year 1875 deem it desirable to take all the land dock and wharf property lying westerly of Charles street in said City of Boston and between Craigie and West Boston bridges for the purposes and under the powers and limitations set forth in said act and acts in addition thereto, and in amendment thereof. Now therefore we the said Board of Park Commissioners by the authority conferred upon us by the said act and by the City Council of said City of Boston which has made the appropriation necessary to cover the estimated expenses of our action in the premises have taken and hereby do take and locate as and for public park the following described parcels of land with all the buildings and fixtures thereon situated in the said City of Boston and shown on a plan at the office of said Commissioners made by Thomas W. Davis. City Surveyor dated June 19. 1882 a copy of which is filed in the office of the said City Surveyor, namely: A parcel of land belonging to the City of Boston bounded as follows: South-eastwardly by Charles street by three measurements: 78 $\frac{14}{100}$

feet, 284 $\frac{80}{100}$ feet and 59 $\frac{64}{100}$ feet respectively: southwesterwardly by Cambridge street 111 $\frac{5}{100}$ feet: northwesterwardly by Charles River by three measurements 305 $\frac{77}{100}$ feet, 60 feet and 58 $\frac{32}{100}$ feet, respectively and northeasterwardly by land hereinafter described as taken from the City of Boston being a portion of Fruit street 76 $\frac{90}{100}$ feet. Containing 30 316 square feet more or less. A parcel of land belonging to the City of Boston being a portion of Fruit street bounded as follows: southeasterwardly by Charles street 30 $\frac{78}{100}$ feet, southwesterwardly by land hereinbefore described as taken from the City of Boston 76 $\frac{90}{100}$ feet: Northwesterwardly by Charles River 30 $\frac{6}{100}$ feet and northeasterwardly by land hereinafter described as taken from the Heirs of George Parkman 81 $\frac{67}{100}$ feet containing 2 379 square feet, more or less.

A parcel of land belonging to the Heirs of George Parkman bounded as follows: southeasterwardly by Charles Street 247 $\frac{55}{100}$ feet: southwesterwardly by land hereinbefore described as taken from the City of Boston being a portion of Fruit street 81 $\frac{67}{100}$ feet, northwesterwardly by Charles River 250 $\frac{86}{100}$ feet, and northeasterwardly by land hereinafter described as taken from the City of Boston 119 $\frac{91}{100}$ feet: Containing 24 891 square feet more or less.

A parcel of land belonging to the City of Boston bounded as follows: southeasterwardly by Charles Street 413 $\frac{10}{100}$ feet. Southwesterwardly by land hereinbefore described as taken from the Heirs of George Parkman 119 $\frac{91}{100}$ feet. Northwesterwardly by Charles River by two measurements 363 $\frac{40}{100}$ feet, and 63 $\frac{35}{100}$ feet respectively, and northeasterwardly by land hereinafter described as taken from the City of Boston being a portion of Fruit street 81 $\frac{67}{100}$ feet northwesterwardly by Charles River 250 $\frac{86}{100}$ feet, and northeasterwardly by land hereinafter described as taken from the City of Boston 119 $\frac{91}{100}$ feet, Containing 24 891 square feet more or less.

A parcel of land belonging to the City of Boston bounded as follows: southeasterwardly by Charles Street 413 $\frac{10}{100}$ feet southeasterwardly by land hereinbefore described as taken from the heirs of George Parkman 119 $\frac{91}{100}$ feet: Northwesterwardly by Charles River by two measurements 363 $\frac{40}{100}$ feet and 63 $\frac{35}{100}$ feet respectively and northeasterwardly

by land hereinafter described as taken from Edward D. Sohier and Charles A. Welch Trustees $183\frac{81}{100}$ feet. Containing 6494 square feet more or less.

A parcel of land belonging to Edward D. Sohier and Chas. A. Welch Trustees bounded as follows: Southeasterwardly by Charles Street $303\frac{33}{100}$ feet; South westerwardly by land hereinbefore described as taken from the City of Boston $183\frac{81}{100}$ feet; northwesterwardly by Charles River by three measurements $38\frac{60}{100}$ feet, $251\frac{40}{100}$ feet and 44 feet respectively and northeasterwardly by land hereinafter described as taken from a person or persons unknown $212\frac{41}{100}$ feet containing 65,100 square feet, more or less.

A parcel of land belonging to a person or persons unknown, bounded as follows: Southeasterwardly by Charles River $30\frac{6}{100}$ feet; Southwesterwardly by land hereinbefore described as taken from Edward D. Sohier and Charles A. Welch Trustees $212\frac{41}{100}$ feet, northwesterwardly by Charles River $31\frac{68}{100}$ feet and northeasterwardly by land hereinafter described as taken from the Boston Gas Light Company $200\frac{44}{100}$ feet. Containing 6193 square feet more or less.

A parcel of land belonging to the Boston Gas Light Company bounded as follows: Southeasterwardly by Charles Street $123\frac{93}{100}$ feet; Southwesterwardly by land hereinbefore described as taken from a person or persons unknown $200\frac{44}{100}$ feet; Northwesterwardly by Charles River $132\frac{57}{100}$ feet and northeasterwardly by land hereinafter described as taken from the Heirs of Jacob C. Abbott $153\frac{55}{100}$ feet. containing 22182 square feet more or less.

A parcel of land belonging to the heirs of Jacob C. Abbott bounded as follows: Southeasterwardly by Charles River by two measurements $12\frac{60}{100}$ feet and $5\frac{20}{100}$ feet respectively; Southwesterwardly by land hereinbefore described as taken from the Boston Gas Light Company $103\frac{55}{100}$ feet, northwesterwardly by Charles River by three measurements, 90 feet, $23\frac{50}{100}$ feet and 22 feet respectively; Northeasterwardly by land hereinafter described as taken from Charles B. Wennings and others trustees and by a common passage way $117\frac{83}{100}$ feet, again northwesterwardly by said common passage way $14\frac{83}{100}$ feet and again northeasterwardly by

by land hereinafter described as taken from Alexander Rutherford 30 $\frac{6}{100}$ feet: Containing 19202 square feet more or less.

A parcel of land belonging to Alexander Rutherford bounded as follows: Southeasterwardly by Charles Street 20 $\frac{96}{100}$ feet. Southwesterwardly by land hereinbefore described as taken from the heirs of Jacob V. Abbott 30 $\frac{6}{100}$ feet: northwesterwardly by a common passage way in part known as Breen Place 22 $\frac{33}{100}$ feet and northeasterwardly by land hereinafter described as taken from the Heirs of Daniel Breen 30 feet. Containing 649 square feet more or less.

A parcel of land belonging to the Heirs of Daniel Breen bounded as follows: Southeasterwardly by Charles Street 59 $\frac{17}{100}$ feet: Southwesterwardly by land hereinbefore described as taken from Alexander Rutherford 30 feet: northwesterwardly by a common passage way known as Breen Place 59 $\frac{17}{100}$ feet. and northeasterwardly by land hereinafter described as taken from Michael Devine 30 feet: Containing 1775 square feet more or less.

A parcel of land belonging to Michael Devine bounded as follows: Southeasterwardly by Charles Street 40 feet: Southwesterwardly by land hereinbefore described as taken from the Heirs of Daniel Breen 30 feet, northwesterwardly by a common passage way known as Breen Place 40 feet and northeasterwardly by land hereinafter described as taken from the Heirs of Daniel Breen 30 feet: containing 1200 square feet more or less.

A parcel of land belonging to the Heirs of Daniel Breen bounded as follows: Southeasterwardly by Charles Street 40 feet northwesterwardly by land hereinbefore described as taken from Michael Devine 30 feet: northwesterwardly by a common passage way known a Breen Place 40 feet and northeasterwardly by a private way known as Livingston Street 30 feet, containing 1200 feet more or less.

A parcel of land belonging to a person or persons unknown, being a common passage way in part known as Breen Place bounded as follows: Northeasterwardly by a private way known as Livingston street 4 feet: Southeasterwardly by land hereinbefore described as taken from the Heirs of

Daniel Breen, Michael Devine, the Heirs of Daniel Breen Alexander Rutherford and the Heirs of Jacob C. Abbott 176 $\frac{33}{100}$ feet. Northwesterwardly by land hereinbefore described as taken from the Heirs of Jacob C. Abbott 4 $\frac{7}{100}$ feet and northwesterwardly by land hereinafter described as taken from Charles B. Cummings and others trustees and the Heirs of Daniel Breen bounded as follows: Northeasterwardly by a private way known as Livingston street 40 feet: Southeasterwardly by a common passage way known as a portion of Breen Place 155 $\frac{50}{100}$ feet: Southwesterwardly by land hereinafter described as taken from Charles B. Cummings and other trustees 40 feet and northwesterwardly by the same 155 $\frac{50}{100}$ feet. Containing 6220 square feet more or less.

A parcel of land belonging to Charles B. Cummings, George G. Field, and James Cheever trustees bounded as follows, northeasterwardly by a private way known as Livingston street 69 $\frac{25}{100}$ feet: Southeasterwardly by land hereinbefore described as taken from the Heirs of Daniel Breen 155 $\frac{50}{100}$ feet, again northeasterwardly by the same 40 feet, again Southeasterwardly by a common passage way 21 $\frac{61}{100}$ feet: Southwesterly by land hereinbefore described as taken from the Heirs of Jacob C. Abbott 113 $\frac{76}{100}$ feet: and northwesterwardly by Charles River by two measurements 31 $\frac{75}{100}$ feet and 167 $\frac{15}{100}$ feet respectively: Containing 14282 square feet more or less.

A parcel of land belonging to a person or persons unknown being a private way known as Livingston street, bounded as follows, Southeasterwardly by Charles Street 30 feet: southwesterwardly by land hereinbefore described as taken from the Heirs of Daniel Breen by a common passage way known as Breen Place by land hereinbefore described as taken from the Heirs of Daniel Breen and Charles B. Cummings and others trustees 143 $\frac{25}{100}$ feet; northwesterwardly by Charles River 30 feet and northeasterwardly by land hereinafter described as taken from Clark B. Wood 143 $\frac{25}{100}$ containing 4298 square feet more or less.

A parcel of land belonging to Clark B. Wood bounded as follows: Southeasterwardly by Charles street 220 feet, southwesterwardly by a private way known as Livingston Street 143 $\frac{25}{100}$ feet, northwesterwardly by Charles River by two

measurements 46 feet and 154 $\frac{58}{100}$ feet respectively; and northeasterly by Everett street by two measurements 15. $\frac{90}{100}$ feet and 139 $\frac{75}{100}$ feet respectively. Containing 31.100 square feet more or less.

A parcel of land belonging to the Commonwealth of Massachusetts bounded as follows: northeasterly by Canal or Craigies Bridge 45 $\frac{90}{100}$ feet. southeasterly by land hereinbefore described as taken from Clark B. Wood, by a private way known as Livingston street by land hereinbefore described as taken from Charles B. Cummings and others trustees, the heirs of Jacob C. Abbott and the Boston Gas Light Company by nine measurements. 154 $\frac{58}{100}$ feet, 46 feet, 30 feet, 167 $\frac{15}{100}$ feet, 31 $\frac{75}{100}$ feet, 22 feet, 23 $\frac{10}{100}$ feet, 90 feet and 132 $\frac{57}{100}$ feet respectively: and northwesterly by the line authorized by the Chapter 92 of the act of 1881, by two measurements 153 $\frac{57}{100}$ feet and 550 $\frac{22}{100}$ feet respectively, Containing 33811 square feet, more or less.

A parcel of land belonging to the Commonwealth of Massachusetts bounded as follows: Southwesterly by West Boston Bridge 105 $\frac{57}{100}$ feet: northwesterly by the line authorized by Chapter 92 of the acts of 1881 by two measurements 390 $\frac{89}{100}$ feet, and 879 $\frac{23}{100}$ feet respectively and southeasterly by land hereinbefore described as taken from Edward D. Sohier, and Charles A. Welch trustees the City of Boston, the heirs of George Peabody and other land taken from the City of Boston by nine measurements 81 $\frac{94}{100}$ feet. 38 $\frac{60}{100}$ feet, 63 $\frac{35}{100}$ feet, 363 $\frac{40}{100}$ feet, 250 $\frac{86}{100}$ feet, 30 $\frac{6}{100}$ feet, 58 $\frac{37}{100}$ feet, 60 feet and 305 $\frac{72}{100}$ feet respectively, containing 102015 square feet, more or less. Charles H. Dalton, Wm. Gray Jr. Henry Lee, The Board of Park Commissioners of the City of Boston. June 15, 1883, at two o'clock and six minutes P.M. Received, Entered and Examined Lib. 1602. Fol. 7.

Attest, Wm. H. Templeton Reg.

Ellicott
to
City of Boston.

Know all Men by these Presents,
That I, Joseph P. Ellicott of Boston, in the County of Suffolk and Commonwealth of Massachusetts in consideration of seven thousand dollars to me paid by the City of Boston, the receipt whereof is hereby acknowledged do hereby remise, release and forever quit claim to the said City of Boston and its assigns forever for the purposes of a public park a certain parcel of land situate in that part of said Boston which was formerly West Roxbury and bounded as follows, northwardly by Walnut street, three hundred and six feet, eastwardly by land formerly of Arthur M. Thomas, by four lines, forty one feet, eighty seven feet, three inches, two hundred and seven feet, and seventy five feet, seven inches. south eastwardly by land now or late of Proctor, one hundred and seventy three feet, four inches: south westwardly by land now or late of Townsend, three hundred eighty eight feet, four inches: northwestwardly by land now or late of Parkinson by two lines, to said Walnut street, containing 140,172 square feet more or less, and shown on a plan of "Proposed West Roxbury Park" dated 1880, and on file at the office of the Board of Park Commissioners of said Boston and for the consideration above named, I also give grant and convey to said City of Boston all my right, title and interest in and to the fee of said Walnut street street. To have and to hold the above released premises, with all the privileges and appurtenances to the same belonging to the said City of Boston its successors and assigns to its and their use and behoof forever, and I, the said grantor, for myself and my heirs, executors and administrators do covenant with the said City of Boston and its assigns that the premises are free from all incumbrances made or suffered by me, and that I will, and my heirs, executors and administrators shall warrant and defend the same to the said City of Boston and its assigns forever against the lawful claims and demands of all persons claiming by, through or under me, but against none other. In witness whereof, we, the said Joseph P. Ellicott and Nancy H. Ellicott, wife of said Joseph P. joining herein, in token of her release of all right and title of, or to

both dower and homestead in the granted premises, have hereunto set our hands and seals this twenty ninth day of January in the year of our Lord, one thousand eight hundred and eighty four, Joseph P. Ellicott, Nancy H. Ellicott and each in full, signed, sealed and delivered in presence of J. Ellicott. ——

Commonwealth of Massachusetts. Suffolk, S.S. January 31. 1884. Then personally appeared the above named Joseph P. Ellicott, and acknowledged the foregoing instrument to be his free act and deed, Before me William C. Peters, Justice of the Peace. Approved Roscoe P. Owen City Conveyancer. ——

February 1st 1884. at ten o'clock and fifteen minutes a. m. Received, Entered and Examined, Lib. 1626. Fol. 98

Attest Thos. F. Temple Reg.

Indenture. Bos. & Rox. Mill Corporation to City of Boston.

This Indenture made this ninth day of May A. D. eighteen hundred and eighty three by and between the Boston and Roxbury Mill Corporation, a Corporation duly established by law in the City of Boston party of the first part and the City of Boston a municipal Corporation acting by Charles H. Dalton, William Gray Jr. and Henry Lee, its Park Commissioners party of the second part. Witnesseth. — First — said Boston and Roxbury Mill Corporation, In consideration of Sixteen hundred and Fifty Dollars to it paid by said City of Boston the receipt whereof is hereby acknowledged, does hereby grant, bargain, and sell to said City of Boston its successors and assigns, the easement of a covered water way through but beneath the surface of a strip of land of said Boston and Roxbury Mill Corporation in said Boston from Beacon Street to Charles River twenty feet wide, the westerly line of said twenty feet strip being parallel with and one foot Easterly from the boundary between land of said Boston and Roxbury Mill Corporation and land now or late of Griggs and others in such manner that a strip of said Corporations land one foot wide shall

interposed along the whole length of the line between said land now or late of Griggs and others, and such twenty feet strip, it being understood and agreed as part of of the consideration of the grant, that the said Boston and Roxbury Mill Corporation, retains all rights and property in said land, not hereby expressly granted, and in especial that the entire use of the surface remains in said Corporation and that it may be used as a Street or passage by said Corporation and its grantees and the fee may be conveyed to the City for a public street if deemed expedient and that the only right granted to the City is to use said strip for the purpose of conveying through a covered channel ten feet in diameter the centre line of which is to correspond with the centre line of said twenty feet strip the surplus water of Muddy River in Brookline and from the Cochituate main in Boston in Charles River and for no other purpose and in especial not for the purpose of a sewer, and it is also understood and agreed that except for building and inspection or repair or rebuilding of said covered way, said City shall have no right to use the surface of said strip. To have and to hold the same to said City of Boston its successors and assigns to its and their use and behoof forever, and said Boston and Roxbury Mill Corporation for itself and its successors covenant to and with said City of Boston its successors and assigns that it will, and its successors shall warrant and defend said easement above granted to said City of Boston its successors and assigns against the lawful claims and demands of all persons claiming by through or under said Boston and Roxbury Mill Corporation but against none other. Second — Said City of Boston, for itself, its successors and assigns covenants to and with said Boston and Roxbury Mill Corporation its successors and assigns shall not use said water way for any other purpose except conveying the surplus waters of said Muddy River and from said Cochituate main into said Charles River, through a channel ten feet wide along the middle of said way as aforesaid, and in especial that it will not, and they shall not use, for the purpose of a sewer, and that

they will use good material and workmanship and due expedition and will restore the surface of the ground as before and will make and keep the structure of strength sufficient to allow of the surface over the same, being used as a street or passage way, In witness whereof said Boston and Roxbury Mill Corporation has caused its Corporate seal to be hereto affixed and these presents to be executed in its behalf by Charles Henry Parker its President hereto duly authorized by vote, a copy of which is to be herewith recorded and said City of Boston acting by its said Board of Park Commissioners has hereto set its corporate seal and said Commissioners their hands this ninth day of May A.D. 1883 Boston and Roxbury Mill Corporation by Charles Henry Parker President, and the corporate seal, Charles H. Dalton, Wm. Gray Jr. Henry Lee. The Board of Park Commissioners of the City of Boston and the corporate seal, signed sealed and delivered in presence of 15 words written in before signing George H. Clarke to the Board of Park Commissioners. Commonwealth of Massachusetts Suffolk S.S. Boston May 19. 1883. Then personally appeared the above named Charles Henry Parker President of the Boston and Roxbury Mill Corporation and acknowledged the above instrument to be the free act and deed of said Corporation. Before me, John A. Bennett Notary Public and his notorial seal. ——

At a meeting of the Directors of the Boston and Roxbury Mill Corporation duly called and notified, and at which a quorum was present and acting, held at the office of said Corporation in Boston on Saturday the 19th day of May A.D. 1883. it was voted. — That Charles Henry Parker President of said Corporation be and he hereby is authorized in the name and on behalf of said Corporation to sign seal with the corporate seal, acknowledge and deliver the deed which has just been read conveying to the City of Boston an easement of water way under land and of said Corporation on Beacon Street in said Boston, a true copy from the records. Attest John A. Bennett Clerk. May 28. 1883 at Four o'clock and forty five minutes P.M. Received Entered and Examined. Lib. 1599. Fol. 321

Attest, Chas. F. Kimball Reg.

City of Boston
King et al. est.
to
City of Boston.

City of Boston. In Board of Park Commissioners April 29. 1884. Whereas the undersigned duly appointed and qualified as the Board of Park Commissioners of the City of Boston by virtue of and according to the provisions of the act of the Legislature of the Commonwealth of Massachusetts entitled "An act for the laying out of public parks in or near the City of Boston" being Chapter 185 of the acts of the year 1875 deem it desirable to take the following described parcels of land for the purposes and under the powers and limitations set forth in said Act. Now therefore we the said Board of Park Commissioners by the authority conferred upon us by the said act and by the City Council of said City of Boston which has made the appropriation necessary to cover the estimated expenses of our action in the premises have taken and hereby do take and locate as and for a public park the following described parcels of land with all the buildings and fixtures thereon situated in that part of the City of Boston called West Roxbury namely. _____

A parcel of land belonging to Charles F. King bounded and described as follows: beginning on the south westerly line of Seaver street at land heretofore taken for a public park from Jane L. Anderson and running southeasterly on said Seaver st. to land heretofore taken for a public park from Mary E. Parker: thence running southwesterly, north westerly and northeasterly on said land taken from Mary E. Parker and Jane L. Anderson to the point of beginning, containing 8392 square feet more or less and being the parcel numbered 4 with alterations in red on a plan of proposed West Roxbury Park dated 1880. on file at the office of said Commissioners. _____

A parcel of land belonging to the City of Boston bounded and described as follows: beginning on the south westerly line of Seaver street at land hereinbefore mentioned as having been taken for a public park from Mary E. Parker and running easterly on said Seaver street to land hereinafter described as taken from George Billings: thence running south westerly and southeasterly on said last mentioned land to Blue Hill Avenue, thence running southwesterly on Blue Hill avenue to land hereinafter described as taken from Louise T. C. Thayer: thence running northwesterly southwesterly, and south easterly on said last men-

lined land to Blue Hill Avenue thence running southwesterly again on said Blue Hill Avenue to land heretofore taken for a public park from Ellen S. Eldridge, Elizabeth A. and Emma F. Williams, thence running northwesterly on said last mentioned land & land hereinbefore mentioned as having been taken for a public park from Mary E. Parker; thence running northeasterly on said last mentioned land to the point of beginning: Containing 680 119 square feet more or less and being the parcels numbered 5 and 7 with alterations in red on a plan of Proposed West Roxbury Park dated 1880 on file at the office of said Commissioners.

A parcel of land belonging to George Billings bounded and described as follows, beginning on the southwesterly line of Seaver Street at land hereinbefore described as taken from the City of Boston and running southeasterly on said Seaver Street to Blue Hill Avenue; thence running southerly and southwesterly on Blue Hill Avenue to said land described as taken from said City of Boston; thence running northwesterly and northeasterly on said land to the point of beginning; containing 174 240 square feet more or less and being the parcel numbered 6 on a plan of proposed West Roxbury Park dated 1880 on file at the office of said Commissioners.

A parcel of land belonging to Louis T. G. Thayer bounded and described as follows: beginning on the northwesterly line of Blue Hill Avenue at land hereinbefore described as taken from the City of Boston and running southwesterly on said Blue Hill Avenue to said land described as taken from said City of Boston thence running northwesterly northeasterly and easterly on said land to the point of beginning. Containing 3960 square feet more or less and being the parcel shown in red and numbered 7 1/2 on a plan of Proposed West Roxbury Park dated 1880 on file at the office of said Commissioners.

A parcel of land belonging to Ellen M. Sewall and to the heirs of Moses B. Sewall bounded and described as follows: beginning on the northwesterly line of Blue Hill Avenue at land heretofore taken for a public park from the City of Boston and running southwesterly on said Blue Hill Avenue to land heretofore taken for a public park from a person or persons unknown, thence running northwesterly on said land to land heretofore taken for a public park from Jacob Fuller thence running northeasterly

on said last mentioned land to said land hereinbefore mentioned as having been taken for a public park from said city of Boston: thence running south easterly on said last mentioned land to the point of beginning containing 130 680 square feet more or less, and being the parcel numbered 31 on a plan of "Proposed West Roxbury Park" dated 1880, on file at the office of said Commissioners. —

A parcel of land belonging to William E. Abbot bounded and described as follows: beginning on the north westerly line of Blue Hill avenue at land heretofore taken for a public park from the City of Boston and running south westerly on said Blue Hill avenue to Canterbury street: thence running south westerly on said Canterbury street to land hereinafter described as taken from Thomas F. Hunt, thence running northwesterly on said land to land heretofore taken for a public park from Susan T. Young thence running north easterly north westerly and north easterly on said last mentioned land to said land hereinbefore mentioned as having been taken for a public park from said City of Boston; thence running south easterly on said last mentioned land to the point of beginning, containing 753 326 square feet more or less and being the parcel numbered 34 on a plan of "Proposed West Roxbury Park dated 1880 on file at the office of said Commissioners.

A parcel of land belonging to Thomas F. Hunt bounded and described as follows: beginning on the north westerly line of Canterbury street at land hereinbefore described as taken from William E. Abbot and running south westerly on said Canterbury street to land hereinafter described as taken from John Tottler, thence running northwesterly on said land to land heretofore taken for a public park from the City of Boston: thence running north easterly on said last mentioned land to land hereinbefore mentioned as having been taken for a public park from Susan T. Young: thence running south easterly on said last mentioned land and on said land described as taken from from William E. Abbot to the point of beginning: Containing 606 315 square feet more or less and being the parcel numbered 35 on a plan of proposed West Roxbury Park dated 1880 on file at the office of said Commissioners. ——

A parcel of land belonging John Tottler, bounded and descri-

ed as follows: beginning on the north westerly line of Canterbury street at land hereinbefore described as taken from Thomas F. Hunt and running south westerly on said Canterbury street to land hereinafter described as taken from Mary H. M. Thompson and others: thence running north westerly on said land to land hereinbefore mentioned as having been taken for a public park from the City of Boston: thence running north easterly on said last mentioned land to said land described as taken from Thomas F. Hunt, thence running southeasterly on said last mentioned land to the point of beginning: Containing 916 856 square feet more or less and being the parcel numbered (36) on a plan of "proposed West Roxbury Park dated 1880 on file at office of said Commissioners.

A parcel of land belonging to Mary H. M. Thompson, Josephine E. M. Safford, Sarah B. Morton, Mary J. H. Morton, Arthur H. Morton, George W. Morton, S. Josephine Morton, Mary W. Woodbury, Jesse D. Woodbury, Martha W. Woodbury, Edith Woodbury and William S. M. Woodbury, bounded and as described as follows: beginning on the north westerly line of Canterbury street at land hereinbefore described as taken from John Fottler, and running south westerly and westerly on Canterbury street to Morton street thence running north westerly on said Morton street to land hereinbefore mentioned as having been taken for a public park from the City of Boston, thence running north easterly on said land to said land described as taken from John Fottler: thence running south easterly on said last mentioned land to the point of beginning: Containing 421023 square feet more or less and being the parcel numbered 37 on a plan of proposed West Roxbury Park dated 1880. on file at the office of said Commissioners.

A parcel of land belonging to the City of Boston bounded and described as follows, beginning on the north easterly line of Morton street at its intersection with the northwesterly line of Scarborough street and running northwesterly on said Morton street to land hereinafter described as taken from Geo. W. Lincoln and others: thence running north easterly on said land to Walnut street: thence running south easterly on said Walnut street to Scarborough street: thence running south easterly and south westerly on said Scarborough street

to the point of beginning, containing 1,136,999 square feet, more or less, and being shown in four parcels on a plan of "proposed West Roxbury Park" dated 1880. on file at the office of said Commissioners.

A parcel of land belonging to George H. Lincoln, Martin Kaye and the heirs of Edwin Evans bounded and described as follows, beginning on the north easterly line of Morton street at land hereinbefore described as taken from the City of Boston and running northwesterly on said Morton street to Ellicott street: thence running northeasterly on said Ellicott street to Walnut street: thence running southeasterly on said Walnut street to said land described as taken from said City of Boston: thence running south westerly on said land to the point of beginning, containing 193797 square feet more or less and being shown on a plan of "proposed West Roxbury Park" dated 1880 on file at the office of said Commissioners.

A parcel of land belonging to the heirs of William H. Melton deceased bounded and described as follows; beginning on the northeasterly line of Morton street at its intersection with the westerly line of Ellicott street and running north westerly on said Morton street to land hereinafter described as taken from the City of Boston, thence running north easterly on said land to Walnut street then running south easterly on said Walnut street to Ellicott street: thence running south westerly on said Ellicott street to the point of beginning: containing 174 240 square feet more or less and being shown on a plan of proposed West Roxbury Park dated 1880. on file at the office of said Commissioners.

A parcel of land belonging to the City of Boston bounded and described as follows: beginning on the north easterly line of Morton street at land hereinbefore described as taken from the heirs of William H. Melton and running north westerly on said Morton street to Forest Hills street: thence running north easterly on said Forest Hills street to Walnut street: thence running south easterly on said Walnut street to said land described as taken from the heirs of William H. Melton: thence running south westerly on said land to the point of beginning, containing 305.915 square feet more or less, and being shown on a plan of proposed West Roxbury Park dated 1880. on file at the

office of said Commissioners.

A parcel of land belonging to a person or persons unknown 14
bounded and described as follows: beginning on the south easterly line of Forest Hills Street at its intersection with the north easterly line of Williams Street and running northeasterly on said Forest Hills Street to land hereinafter described as taken from Susan H. Dabney, thence running southeasterly on said land to land heretofore taken for a public Park from the City of Boston; thence running southwesterly on said last mentioned land to Williams Street thence running northwesterly on said Williams Street to the point of beginning: Containing 11226 square feet more or less, and being the parcel shown in red and numbered 21/2 on a plan of proposed West Roxbury Park, dated 1880. on file at the office of said Commissioners.

A parcel of land belonging to Susan H. Dabney bounded and 15
described as follows: beginning on the southeasterly line of Forest Hills Street at land hereinbefore described as taken from a person or persons unknown and running northeasterly on said Forest Hills Street to land hereinafter described as taken from Francis A. Peters, thence running southeasterly, northeasterly and southeasterly on said land and on land of M. D. Ross and others to land hereinafter described as taken from Samuel E. Sawyer, thence running southerly and southeasterly on said last mentioned land to land hereinbefore mentioned as having been taken for a public park from the City of Boston; thence running southwesterly on said last mentioned land to said land described as taken from a person or persons unknown thence running northwesterly on said last mentioned land to the point of beginning, Containing 617 326 square feet more or less and being the parcel numbered 43 with alterations in red on a plan of proposed West Roxbury Park dated 1880 on file at the office of said Commissioners.

A parcel of land belonging to Francis A. Peters bounded 16
and described as follows, beginning on the southeasterly line of Forest Hills Street at land hereinbefore described as taken from Susan H. Dabney and running northeasterly on said Forest Hills Street 192 70/100 feet to other land of

said Francis A. Peters: thence running southeasterly 194 $\frac{90}{100}$ feet north easterly 256 $\frac{5}{100}$ feet: south easterly 10 feet all on said land of Francis A. Peters to said land described as taken from Susan H. Dabney thence running southwesterly 457 $\frac{10}{100}$ feet, and north westerly 254 $\frac{75}{100}$ feet on said last mentioned land to the point of beginning, Containing 64 395 square feet more or less and being a part of parcel numbered 44 on a plan of "proposed West Roxbury Park" dated 1880, on file at the office of said Commissioners. ——

17 A parcel of land belonging to Samuel E. Sawyer bounded and described as follows, beginning on the south westerly line of Glen Road at land of George W. Coffin: thence running south easterly on said Glen Road to Walnut street: thence running south westerly on said Walnut Street, thence running south westerly on said Walnut Street to Williams Street: thence running south westerly on said Williams Street to land hereinbefore mentioned as having been taken for a public park from the City of Boston: thence running north westerly on said land to land hereinbefore described as taken from Susan H. Dabney: thence running north westerly and north easterly on said land and on land of M. D. Ross and others —— and on said land of George W. Coffin, to the point of beginning Containing 887 874 square feet more or less and being the parcel numbered 19 on a plan of proposed West Roxbury Park dated 1880 on file at the office of said Commissioners. ——

18 A parcel of land belonging to Samuel E. Sawyer bounded and described as follows: beginning on the north easterly line of Glen Road at land of Esther L. Mann and running north easterly and south easterly on said land and on land of George W. Pond trustee and land of William S. Pond to Walnut Street, thence running south westerly ... south easterly and south westerly on said Walnut street to Glen Road thence running northwesterly on said Glen Road to the point of beginning: Containing 538.053 square feet more or less and being the parcel numbered 18 on a plan of proposed West Roxbury Park dated 1880, on file at the office of said commissioners. Charles H. Dalton. Wm. Gray Jr. Henry Lee. Board of Park Commissioners of the City of Boston. May 1. 1884 at Nine o'clock and six minutes A. M. Received, Entered & Examined

Attest Thos F. Temple Reg.

Land taken for Public Park to be called City of Boston

In Board of Park Commissioners, April 30

Whereas the undersigned duly appointed and qualified as the Board of Park Commissioners of the City of Boston by virtue of and according to the provisions of the Act of the Legislature of the Commonwealth entitled "An Act to provide a Public Park in the City of Boston" being Chapter 185 of the Acts of the year 1875 deem it desirable to take all the land and flats westerly of D street at the limit South Boston and extending to extreme low water for the purposes and under the powers and limitations set forth in said Act, Now therefore we the said Board of Park Commissioners by the authority conferred upon us by the said Act and by the City Council of said City of Boston which has made the appropriation necessary to cover the estimated expenses of our action in the premises, have taken and do hereby take and locate as and for a public park the following described parcels of land with all the buildings and fixtures thereon situated in that part of the City of Boston called South Boston namely

A parcel of land and flats belonging to the heirs of Robert Scott deceased bounded and described as follows: beginning at a point on the easterly line of D street at its intersection with the southerly line of East Sixth Street and running easterly by said East Sixth street to the limit of extreme low water thence running southerly and southwesterly by said low water limit to said Easterly line of D street extended: thence running northerly by said D street to the point of beginning together with all the right title and interest of said heirs of Robert Scott in and to said East Sixth street.

B parcel of land and flats belonging to the heirs of Robert Scott deceased bounded and described as follows: beginning at a point on the Easterly line of D street at its intersection with the southerly line of East Fifth Street and running easterly by said East Fifth Street and running easterly by said East Fifth Street to the limit of extreme low water, thence running southerly by said low water limit to the northerly line of East Sixth Street: thence running westerly by said East Sixth Street to

[illegible] at the point of beginning [illegible] all the right title and interest [illegible] said East Fifth Street.

A parcel of land and flats belonging to Henry W. Nelson bounded and described as follows: beg[illegible] 2 Street at its intersection with the southerly [illegible] by said [illegible] limit of extreme low water; thence running [illegible] water limit to the northerly line of East Fifth Street; thence running westerly by said East Fifth Street [illegible] Street; thence running northerly by [illegible] of beginning; together with all the right title and interest of said Henry W. Nelson in and to said East Fourth Street and East Fifth Street.

A [illegible] flats belonging [illegible] bounded described as follows: beginning at a point on [illegible] line of 2 Street at its intersection with the northerly [illegible] of East Fourth Street and running northerly by said 2 Street to land of the City [illegible] running easterly by said land of the City of Boston to the limit of extreme low water; thence running southerly by said low water limit to the northerly line of said East Fourth Street; thence running westerly by said East Fourth Street to the [illegible] of beginning; together with all the right title and interest of said Caroline Isabel Smith in and to said East Fourth Street.

A parcel of land and flats belonging to the City of Boston [illegible] and described as follows: beginning at a point on the Easterly line of 2 Street at land hereinbefore described as taken from Caroline Isabel Smith and running northerly by said 2 Street to the limit of extreme low water; thence running easterly and southerly by said low water limit to said land and flats described as taken from said Caroline Isabel Smith; thence [illegible] westerly by said last mentioned land and flats [illegible] C. H. Dalton, Wm. Gray Jr. [illegible] Commissioners of the [illegible]

May 16 1885 [illegible] and four [illegible]
Received Entered and Examined. Lib. 1635. Fol. 582.
Attest Chas. H. Kimball
Asst. Reg.

Know all Men by these Presents

That we Walter Smith and Caroline Isabel Smith wife of said Walter Smith both of Boston in the County of Suffolk Commonwealth of Massachusetts in the right of Caroline Isabel Smith, on consideration of the sum of twenty five thousand and twenty three dollars and twenty nine cents paid by the City of Boston the receipt whereof is hereby acknowledged do hereby remise, release and forever quit claim to the said City of Boston and its assigns forever for the purpose of a public park a certain tract or parcel of land situated in that part of said Boston called South Boston, bounded and described as follows, to wit: Westerly on D Street ninety eight feet [illegible] Holly, formerly land of the United States: Northerly on said last named land from D Street to low water mark: East by low water mark to Fourth Street: Southerly on Fourth Street to the place of beginning; together with the buildings thereon, being the same premises conveyed to said Caroline Isabel Smith by Emmeline F. Porter, of Somerville, in the County of Middlesex and Commonwealth of Massachusetts, by deed dated the thirtieth day of September, one thousand eight hundred and eighty and recorded with Suffolk Deeds Libro 1583 folio 135. —

To have and to hold the above released premises, with all the privileges and appurtenances to the same belonging to the said City of Boston, its successors and assigns to its and their use and behoof forever. And we the said Walter Smith and Caroline Isabel Smith for ourselves and our heirs, executors and administrators do covenant with the said City of Boston and its assigns that the premises are free from all encumbrances made or suffered by us and that we will and our heirs executors and administrators shall warrant and defend the same to the said City of Boston and its assigns forever against the lawful claims and demands of all persons claiming by, through or under us, but against none other. In witness whereof we the said Walter Smith and Caroline Isabel Smith have hereunto set our hands and seals this twenty eighth day of April in the year of our Lord one thousand eight hundred and ninety [illegible] Walter Smith Caroline Isabel Smith and

Not recorded

day

to

City of Bost-

[illegible] to C. S. Daniel Smith to H. S. _____

Commonwealth of Massachusetts Suffolk S.S. April 28th 1883 Then personally appeared the above named Caroline Isabel Smith and acknowledged the foregoing instrument to be her free act and deed before me Benj Dean Justice of the Peace. Approved Roscoe P. Owen, City Conveyancer. July 13. 1883. at twelve o'clock and eighteen minutes P. M. Received, Entered and Examined. Lib. 1604. Fol. 501. Attest Wm. F. Fowler Reg.

Abbott et al to City of Boston.

Know all Men by these Presents

That we, Mary H. Abbott, widow, Cornelia A. Abbott, widow, in her own right and also as Guardian of Walter C. Abbott and Jacob R. Abbott, minors, Louisa H. Abbott, single woman, Alfred H. Chandler and Emma T. Chandler, his wife in her right, Edward J. Wright, and Annie M. Wright, his wife, in her right, all of Boston, in the County of Suffolk and Commonwealth of Massachusetts, Elbridge H. Locke of Chelsea in said County and Commonwealth and Mary E. Locke, his wife in her right, the said Mary H. being the widow and the said Louisa H. Walter C. Jacob R. Emma T. Annie M. and Mary E. heirs at law of Jacob C. Abbott late of said Boston deceased, and the said Cornelia A. being the widow of Jacob Abbott, deceased, who was father of said Louisa H. and said minors and one of the heirs of said Jacob C. Abbott in consideration of nineteen thousand five hundred and fifty dollars to us paid by the City of Boston, the receipt whereof is hereby acknowledged, do hereby remise, release, and forever quit claim to the said City of Boston and its assigns forever, for the purposes of a public park, a certain parcel of land situate in said Boston and bounded as follows, viz: Southeasterly by Charles Street by two measurements one hundred and twenty six and 60/100 feet and five and 100 feet, respectively, with a strip of land taken as belonging to the Boston Gas Light Company by the vote hereinafter mentioned, there measuring one hundred and fifty three and 95/100 feet; North-

southwardly by Ethwin Reed [illegible] measurement ninety feet
seventy - three and 1/100 feet and seventy - two feet respectively,
North - eastwardly by land taken as said note as belonging to
Charles H. Cummings and others, trustees and by a common passage
way one hundred and seventeen and 83/100 feet: again northwestwardly by said common passage way fourteen and 83/100 feet and
again North - eastwardly by land taken as aforesaid as belonging
to Alexander Rutherford, thirty and 6/100 feet: containing nineteen
thousand two hundred and two square feet, more or less, and
being the same premises conveyed to said Jacob C. Abbott by
Seth Adams by deed dated May 13. 1865 and recorded with
Suffolk Deeds. Lib. 858. fol. 313. The above granted premises
are shown on a plan made by Thomas W. Davis, City Engineer, dated June 19. 1882. a copy whereof is to be filed in
the Registry of Deeds: for the County of Suffolk and were taken
as belonging to the heirs of said Jacob C. Abbott, by a vote of
the Park Commissioners of the said City of Boston, to locate
and lay out a public park in said City, passed June 1. 1883
reference to which is hereby had and are to be used for the purposes of such public park, and the above consideration has been
received in full satisfaction and discharge of all claims and demands for damages, costs, expenses and compensation [illegible]
account of, or in any way growing out of said taking and the
laying out of said premises as public land. [illegible]
subject to a lease given by said Mary W. Abbott, Administratrix
of the estate of Jacob C. Abbott to J. Alphonzo Dow Jr. dated July
1. 1[illegible], which lease is hereby assigned to said City of Boston
and said City is to comply with the conditions of said lease and
save us harmless therefrom. To have and to hold the above
leased premises with all the privileges and appurtenances to
the same belonging to the said City of Boston its successors and
assigns to its own use and behoof forever. And we the
said grantors for ourselves and our heirs executors and administrators, do covenant with the said City of Boston and its
Assigns, that the premises are free from all encumbrances
made or suffered by us, except the said lease and the taxes
for current year, which the grantee is to assume and pay and
that we will and our heirs executors and administrators shall
warrant and defend the [illegible]

[illegible] Claims and demands [illegible] claiming by, through or under us, except as afore-[illegible] against none other. In witness whereof we the said Mary [illegible] Abbott, Cornelia A. Abbott, in her own right and as [illegible] of said Fuller O. Abbott, and Jacob R. Abbott, Louisa H. [illegible] Alfred W. Chandler and Emma T. Chandler, Edward [illegible] and Annie M. Wright, Elbridge W. Locke and Mary [illegible] the said Mary W. and Cornelia A. hereby releasing to [illegible] all right and title of or to both dower and home-[illegible] the granted premises, have hereunto set our hands [illegible] this twenty fifth day of June in the year of our Lord one thousand eight hundred and eighty-three. Mary W. Abbott Cornelia A. Abbott, and each a seal. Cornelia A. Abbott Guardian and a seal. Louisa H. Abbott. Alfred W. Chandler, Emma T. Chandler, Edward G. Wright. Annie M. Wright; Elbridge W. Locke [illegible] and each a seal, signed, sealed and delivered [illegible] of Edwin B. Orcutt, witness to signatures of M.W.A. [illegible] and M. E. S. John Adams witness to C.A.A. C.A.A. [illegible] to L.H.A. Howland S. Chandler to Hiram W. Fisher to Howland S. Chandler to William P. Blake to A.W.C. E.T.C. and A.M.W.

Commonwealth of Massachusetts. Suffolk, S.S. June 26th 1883. Then personally appeared the above named Alfred W. Chandler, Emma T. Chandler and Annie M. Wright, and acknowledged the foregoing instrument to be their free act and deed, before me William P. Blake, Justice of the Peace. Approved Rosco O. Orcutt City Conveyancer. June 26. 1883. at ten o'clock and fifty five minutes A. M. Received, Entered and Examined.

Lib. 1602 Fol. 621. Attest Thos. F. Temple Regr

Know all Men by these Presents

That the Union Mutual Life Insurance Company a Corporation duly established under the laws of the State of Maine in consideration of Five thousand and eighty five dollars paid by the City of Boston the receipt whereof is hereby acknowledged do hereby remise release and forever quit claim to the said City of Boston and its assigns forever for the purpose of a public park a certain parcel of land situate in said Boston and bounded as follows viz: beginning at a point on the westerly side of Brookline Avenue distant thirty five and 75/100 feet northeasterly from the intersection of said line of Brookline Avenue with the northeasterly line of the Longwood Entrance to the Back Bay Park extended said point being in the centre line of the channel of Muddy River and thence running northeastwardly along said Brookline Avenue [illegible] and 33/100 feet; thence turning and running southeastwardly thirty four and 5/100 feet on a curve to the right of a radius of seventy feet to a point distant twenty three and 38/100 feet from Brookline Avenue in a curve of a radius of [illegible] forty eight and 79/100 feet; thence running northeastwardly [illegible] other land of grantor one hundred thirty one and 77/100 feet by said last named curved line; thence turning and running southwestwardly on land of Lloyd Estabrook and others by two lines one hundred twenty one and 75/100 feet to the centre line of said Muddy River; thence turning and running southeastwardly along the centre line of said River one hundred and [illegible] and 6/100 feet to the point of beginning containing sixteen thousand nine hundred and fifty square feet more or less and being a portion of the same premises conveyed to said Company by George A. Meyer by his deed dated [illegible] 21, 1877, and recorded with Suffolk deeds Lib. 1384 fol. 183, the granted premises shown on a plan deposited in the office of the Park Commissioners of said City of Boston and on a copy of a portion of said plan to be recorded herewith. To have and to hold the released premises with all the privileges and appurtenances to the same belonging to the said City of Boston its successors and assigns to its and their use and behoof forever. And the said Union Mutual Life Insurance Company for itself and its successors, covenants with the said City of Boston and its

Union Mutual Life Ins Co. to City of Boston

[illegible] that the premises are free from all incumbrances made or suffered by it, and that it will and its successors shall warrant and defend the same to the City of Boston and its assigns forever against the lawful claims and demands [illegible] it shall [illegible] against [illegible] and [illegible] said Union Mutual Life Insurance Company has hereto set its corporate seal and caused these presents to be signed acknowledged and delivered in its name and behalf by John E. De Witt its President hereto duly authorized this thirteenth day of April in the year of our Lord one thousand eight hundred and eighty [illegible] Union Mutual Life Insurance Company by John E. De Witt, President and the Corporate seal, Signed, sealed and delivered in presence of Maria A. Decker, Edward R. Sewell, State of Illinois Cook County ss. [illegible] appeared the above named John E. De Witt President of the Union Mutual Life Insurance Company and acknowledged the foregoing instrument to be [illegible] act and deed of the Union Mutual Life Insurance Co. [illegible] 28th day of June 1883 Edward R. Sewell [illegible] Public and his notorial seal. _____

State of Illinois Cook County S.S. I M. W. Ryan Clerk of the County Court of Cook County the same being a Court of Record do hereby certify that Edward R. Sewell Esq. whose name is subscribed to the proof or acknowledgement of the annexed instrument in writing was at the time of taking such proof or acknowledgement a Notary Public, in and for Cook County duly commissioned sworn and acting as such and authorized to take the same; that I am well acquainted with his hand writing and verily believe that the signature to the said proof or acknowledgement is genuine and further that the annexed instrument is executed and acknowledged according to the laws of the State of Illinois. In testimony whereof I have hereunto set my hand and affixed the seal of said Court at the City of Chicago in the said County this 29th day of June 1883. M. W. Ryan Clerk and the Court Seal.

At a meeting of the Finance Committee of the Board of Directors of the Union Mutual Life Insurance Company held on the second day of July in the year eighteen hundred and eighty [illegible] the sale of the land described in the foregoing deed

was confirmed and the execution of the deed by the President satisfied. Attest H. D. Smith, Secretary Finance Committee.

[illegible]

[illegible] [illegible] and [illegible] [illegible]. Rec'd [illegible] and Examined. Attest [illegible] Reg.

Lib. 1604. Fol. 117

[illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] tate of said Boston deceased for the benefit of his children [illegible] [illegible] consideration of seventeen thousand dollars to us paid by [illegible] [illegible] [illegible] [illegible] [illegible] acknowledged do hereby remise, release and forever quit claim to the said City of Boston and its assigns forever, for the purposes of a Public Park, a certain parcel of land situate in said Boston [illegible] [illegible] [illegible] [illegible] [illegible] was known as Lexington Street there measuring sixty nine and 25/100 feet: Southeastwardly by land described in the vote of the Park Commissioners hereinafter mentioned as taken from the heirs of David Brown one hundred and fifty five and 50/100 feet: again northeastwardly by the same forty feet: again southeastwardly by a common passage way, twenty one and 61/100 feet: [illegible] [illegible] [illegible] land described in said vote as taken from the heirs of Jacob O. Abbott, one hundred and thirteen and 76/100 feet: and northwestwardly by Charles River by two measurements, thirty one and 4/100 feet and one hundred sixty seven and 15/100 feet, respectively, containing fourteen thousand two hundred and eighty two square feet more or less and being the same premises conveyed to said trustees by deed of Andreas Blume dated February 25th 1878, recorded with Suffolk Deeds, lib. 1410, fol. 110: subject to a lease which will expire January 1, 1886. The described premises are shown on a plan made by Thomas W. Davis City Surveyor dated June 19, 1882 and deposited in the office of the Park Commissioners of said City of Boston and were taken by a vote of said Park Commissioners to locate and lay out a public park passed June 1, 1883. reference to

[illegible] City had and are to be used solely for the purposes of such public park; and the above consideration has been received in full satisfaction and discharge of all claims and demands against said City for damages, costs, expenses and compensation for, on account of, or in any way growing out of said taking.

To have and to hold the above-released premises with all the privileges and appurtenances to the same belonging, to the said City of Boston, its successors and assigns to its and their use and behoof forever. And we the said grantors for ourselves and our heirs, executors and administrators do covenant with the said City of Boston and its assigns, that the premises are free from all encumbrances made or suffered by us, except the taxes for the current year which the grantee is to pay and except said lease, and that we will and our heirs, executors, and administrators shall warrant and defend the same to the said City of Boston and its assigns forever against the lawful claims and demands of all persons claiming by through or under us but against none other. In witness whereof we the said Charles B. Cummings, George G. Field, and James Cheever, trustees as aforesaid, have hereunto set our hands and seals this sixteenth day of July in the year of our Lord, one thousand eight hundred and eighty three. Charles B. Cummings, George G. Field, James Cheever, and each a seal. Signed sealed, and delivered in presence of: the words "subject to [illegible]" having been inserted on the first page and "and except said lease" on the second page before signing.

Commonwealth of Massachusetts Suffolk, ss. July 16, 1883. Then personally appeared the above-named Chas. B. Cummings, George G. Field and James Cheever, Trustees and acknowledged the foregoing instrument to be their free act and deed, before me Rufus P. Owen, Justice of the Peace. Approved Rufus P. Owen City Conveyancer. July 16, 1883 at three o'clock P.M. Received, Entered and Examined Lib. 1605. Fol. 12

Attest Thos. J. Doherty Reg.

Know all men by these presents

That the Boston Gas Light Company a corporation duly established by law in Boston, in the County of Suffolk and Commonwealth of Massachusetts in consideration of twenty six thousand four hundred and thirty seven dollars paid by the City of Boston the receipt whereof is hereby acknowledged do hereby remise release and forever quit claim to the said City of Boston and its assigns forever for the purpose of a public park a certain parcel of land situate in said Boston and bounded as follows: South eastwardly by Charles Street there measuring one hundred twenty three and 23/100 feet: South westwardly by land described in the vote of the Park Commissioners hereinafter mentioned as taken from a person or persons unknown, two hundred and 4/100 feet: North westwardly by Charles River one hundred thirty two and 5/100 feet, and North Eastwardly by land described in said vote as taken from the heirs of Jacob L. Abbott, one hundred fifty three and 5/100 feet: containing in all twenty thousand one hundred and eighty two square feet, more or less and being the same premises conveyed to said Company by deed of Robert Parkin, dated January 24 1871 and recorded with Suffolk Deeds lib. 1032. fol. 146. The described premises are shown on plan made by Thomas W. Davis City Surveyor dated June 19. 1882 and deposited in the office of the Park Commissioners of said City of Boston and were taken by a vote of said Park Commissioners to locate and lay out a public park passed June 1. 1883 reference to which is hereby had and are to be used solely for the purposes of such public park: and the above consideration has been received in full satisfaction and discharge of all claims and demands for damages, costs expenses and compensation, for or on account of said taking. This conveyance is made upon the condition that if any betterments are assessed upon estates belonging to said Company on account of laying out and constructing said park as aforesaid, said betterments shall be assumed and paid by the City of Boston, and it is agreed on the part of said grantee that said Boston may enter and use the said premises under its said vote for a public pleasure ground, free of any charge for rent. To have and to

Boston Gas Light Company.

to City of Boston

held the above released premises with all the privileges and appurtenances to the same belonging to the said City of Boston its successors and assigns, to it and their use and behoof forever, And the said Boston Gas Light Company for itself and its successors does covenant with the said City of Boston and its assigns that the premises are free from all incumbrances made or suffered by it, except the taxes for the current year, which said Company is to pay, and that it will and its successors shall warrant and defend the same to the said City of Boston and its assigns forever against the lawful claims and demands of all persons claiming by, through or under it, but against none other. In witness whereof the said Boston Gas Light Company has hereto set its corporate seal [illegible] to be signed, acknowledged and delivered in its name and behalf by William W. Greenough, its Treasurer hereto duly authorized, this 31st day of July, in the year of our Lord one thousand eight hundred and eighty three.

The Boston Gas Light Co. by W. W. Greenough. Treas. and the corporate seal. Signed sealed and delivered in presence of the word "succession" having been written over an erasure on the first page; also "three" "eighty" and "89 100" having been stricken out and "four" and "thirty" having been interlined in the consideration clause. Chas. E. Smith. Walter K. Allens.

Commonwealth of Massachusetts Suffolk ss. July 31 1883. Then personally appeared the above named William W. Greenough Treasurer and acknowledged the foregoing instrument to be the free act and deed of the Boston Gas Light Company before me Chas Frank Day Justice of the Peace.

At a meeting of the Directors of the Boston Gas Light Company duly notified and held at Boston on the 26th day of July A. D. 1883, the foregoing deed having been read and considered, the following vote was passed.

"Voted. That the Treasurer William W. Greenough is hereby [illegible] authorized to acknowledge and deliver in the name and behalf of the company the deed which has just been read" Attest Chas. E. Smith, Clerk of the Boston Gas Light Company – Approved Chas. Frank Day City com-

conveyancer.

August 1. 1883 at four o'clock and two minutes P.M.
Received, Entered and Examined. Lib. 1610. Fol. 557
Albert W. Ford Recorder.

Know all Men by these Presents That we Emily E. Sears Widow, and Emily E. Sears, single woman both of Beverly, David Sears of Boston and Howard Sears of Beverly, all in the Commonwealth of Massachusetts in consideration of Two hundred and eighty one dollars paid to the City of Boston, the receipt whereof is hereby acknowledged, do hereby remise, release, and forever quit claim to the said City of Boston, and its assigns forever for the purposes of a public park, a certain parcel of marsh land situate in said Boston and bounded and described as follows viz: beginning at a point in the southerly line of the Brookline Branch Railroad, distant northeasterly by said line about two hundred and eighty five feet from the intersection of said line with the boundary line between Boston and Brookline; and thence [illegible] on said line of said railroad seventy one feet; thence turning and running southerly by other land of grantors on a curved line of 884 24/100 feet radius, said line being the boundary line of the public park as shown on a plan thereof at the Office of the Park Commissioners of said Boston, sixty two and 7/10 feet; thence turning and running westerly, by land now or late of Amos A. Lawrence, ninety seven feet to the point of beginning containing 2.846 feet more or less, and shown on a plan made by Henry M. Wightman, City Engineer, dated July 23. 1883 to be recorded herewith. For our title see mortgage of Joel Perham Jr. recorded with Suffolk Deeds Lib. 1117. Fol. 203 assignments of said mortgage, Lib 1199. fol. 28. and Lib 1335. Fol. 211. and certificate of entry for breach of the condition thereof, made May 22. 1877. To have and to hold the above released premises with all the privileges and appurtenances to the same belonging to the said City of Boston

Sears et al
to
City of Boston

its successors and assigns, to its and their use and behoof forever. And we the said Grantors, for ourselves and our heirs, executors and administrators do covenant with the said City of Boston, and its assigns, that the premises are free from all encumbrances, made or suffered by us, or either of us, and that we will, and our heirs, executors and administrators shall warrant and defend the same to the said City of Boston, and its assigns forever, against the lawful claims and demands of all persons claiming by, through or under us, or either of us but against none other; provided however that the measure of damages in case of a breach of any of the above covenants shall be an amount not exceeding [illegible] In witness whereof, we the said Emily E. Sears Widow, Emily E. Sears single woman, David Sears and Henry F. Sears both unmarried, have hereunto set our hands and seals this seventh day of November, in the year of our Lord, one thousand eight hundred and eighty three. Emily E. Sears, Emily E. Sears 2nd. David Sears, Henry F. Sears and each a seal. Signed sealed and delivered in presence of words having been interlined on the first page, Chas. W. Cotting to H. F. S.

Commonwealth of Massachusetts Suffolk S.S. Nov. 7, 1883. Then personally appeared the above named Henry F. Sears and acknowledged the foregoing instrument to be his free act and deed, before me Chas. W. Cotting Justice of the Peace.

Approved Rosecoe P. Owen City Conveyancer. ——

February 21, 1884. at twelve o'clock and fifteen minutes P.M. Received, Entered, and Examined. ——

Attest Wm. H. Temple Reg.

Lib. 1627. Fol. 621.

Know all Men by these Presents

That I, Amos A. Lawrence, of Brookline in the Commonwealth of Massachusetts in consideration of Three Thousand ——— seven hundred Dollars to me paid in the City of Boston the receipt whereof is hereby acknowledged, do hereby give grant bargain sell and convey to the said City of Boston and its successors and assigns forever to the purposes of a Public Park a certain tract of marsh land situate in said Boston and bounded and described as follows, viz: beginning at the intersection of the South easterly line of the Brookline Branch Railroad, with the boundary line between Brookline and Boston; and thence running North eastwardly along said line of railroad two hundred and sixty five feet. thence running southeastwardly by land, Mars ninety seven feet. thence running southeastwardly by other land of grantor on a curved line of 881 ⁷⁄₁₀₀ feet radius seventy five feet: thence running southwardly a little westwardly by land of Hoyt, Ames and others sixty one feet to the centre line or thannel of Muddy River, thence turning and running westwardly on said centre line of said river, three hundred and sixty seven and 5/10 feet to the intersection of said line with the boundary line between Boston and Brookline: thence running Northwardly on said boundary line one hundred and fourteen feet to the point of beginning: containing 49553 square feet, more or less, as shown on a plan to be herewith recorded. For my title see deeds recorded with Norfolk Deeds Lib. 221. Fol. 261. and Lib. 319 Fol. 232 and 233. To have and to hold the aforegranted premises, to the said City of Boston, its successors and assigns, in fee simple forever and I, the said grantor, for myself and my heirs executors and administrators, do covenant with the said City of Boston and its assigns that I am lawfully seized in fee of the afore granted premises: that they are free from all encumbrances: that I have good right to sell and convey the same to [illegible] forever as aforesaid and that I will and my heirs, executors and administrators shall warrant and defend the same to the said City of Boston, and its assigns forever against the lawful claim and demand of all persons. In witness whereof, I, the said Amos A. Lawrence and I, Sarah E. Lawrence

Lawrence to City of Boston

[illegible] of said Amos A. joining her in for the consideration aforesaid [illegible] of any release of all right and title of her to both dower and homestead in the granted premises have hereunto set our hands and seals this twenty first day of August in the year of our Lord one thousand eight hundred and eighty three. Amos A. Lawrence, Sarah E. Lawrence and each a seal, signed, sealed and delivered in presence of J. F. Dorey to A. A. L. Daniel L. Hemenway to S. E. L. ——— Commonwealth of Massachusetts, Suffolk, S.S. Boston August 21, 1883. Then personally appeared the above named Amos A. Lawrence and acknowledged the foregoing instrument to be his free act and deed before me Frederic Cunningham Justice of the Peace. Affirmed Chas. Frank Day, City Messenger. September 13, 1883, at nine o'clock and forty five minutes A. M. Received Entered and Examined Lib 1610. Fol. 241. Albert Wm. T. Temple Reg.

Know all Men by these Presents

Deed giving [illegible]

That The Institution for Savings in Newburyport and its Vicinity by its President and Treasurer hereunto duly authorized In consideration of Eighty nine thousand and five hundred dollars paid by the City of Boston in the State of Massachusetts the receipt whereof is hereby acknowledged do hereby remise, release and forever quit claim unto the said City all those parcels of land situated in that part of Boston in the County of Suffolk which are [illegible] which are bounded as follows. viz: First. a parcel of land with the buildings thereon of twenty seven acres and thirteen rods bounded, north westerly on Walnut Avenue on various lines. one chain, eleven links, eleven chains, and three chains sixty two links. North Easterly [illegible] one chain 53 links one chain 12 links and sixteen chains 81 links. South Easterly on land formerly of Eben Seaver five chains 74 links and south westerly to the first bounds eleven chains, fifty links and one chain sixty eight links and on land now or formerly of Sumner. On various lines, one chain 97 links. one chain 50 links four chains 87 links. one

chain. 25 links five chains five chains 94 links, and 39 links as by Mather Withington's plan, dated 19 October 1807, Ground a hand of land bounded as follows. Viz: Beginning at the Southernmost corner of the lot above described and running on various lines 772 feet, then more northerly 76 feet and 6 inches then more northerly 43 feet and 10 inches by said land above mentioned then southwesterly on land now or formerly of Davis 70 feet 48 feet four inches. 9 feet 2 inches. 248 feet 8 inches, 102 feet & 6 inches. 115 feet 8 inches. 163 feet, 3 inches on various lines then South Easterly by land formerly of Williams 155 feet, 6 inches then North Easterly 91 feet, and 146 feet 6 inches on two lines, then North westerly on two lines 13 feet and 10 feet, and 6 inches then North Easterly on various lines, 23 feet. 126 feet and 10 feet. then more northerly [illegible] feet and [illegible] as by Whitney's plan, dated 30 April 1847. Being the same premises which were conveyed to the Grantor hereof by Moses E. Hale by his deed of [illegible] dated 1878, recorded with Essex Deeds Book 1420. p. 187 to which reference may be had as a part of the description hereof. The premises hereof are conveyed subject as set forth in the said deed of Hale, and of the other deeds therein referred to To have and To hold the granted premises with all the privileges and appurtenances thereto belonging, to the said grantee and its assigns to their own use and behoof forever, and the said Grantor it [illegible] covenants with the said grantee and its assigns that the granted premises are free from all incumbrances, made or suffered by it and that it will warrant and defend the same to the said grantee and its assigns forever against the lawful claims and demands of all persons, claiming by through or under it but against none other. In witness whereof the said grantor has caused its official seal to be hereto affixed, and its President and Treasurer to sign the same this twelfth day of September in the year one thousand eight hundred and eighty three. Institution for Savings in Newburyport and its Vicinity, by Edward S. Moody, Pres. F. H. Wells Treas. and the corporate seal, Signed and sealed in presence of Wm. E. Hale.

Commonwealth of Massachusetts Essex S.S. Sep. 12. 1883.
Then personally appeared the above named Edward S. Moody Pres. and acknowledged the foregoing instrument to be the free

act and deed, of said Institution for Savings in Newburyport and its vicinity. Before me M. C. Hale Justice of the Peace. Approved Chas. Frank Day, City Conveyancer.

S. S. Moseley Pres't. P. K. Hills Treas. E. W. Piper Sec'y.

Incorporated 1870.

Institution for Savings

in Newburyport and its Vicinity

Newburyport Mass 12 Sept. 1883

At a special meeting of the Investing Committee of the Institution for Savings in Newburyport and Vicinity held according to previous notice, a quorum of the Board being present it was unanimously Voted. that the President and Treasurer of the Institution be authorized to convey by deed the real estate in West Roxbury formerly [illegible] Sargent to the City of Boston for the sum of eighty [illegible]

Geo. Fletcher Sec'y. pro. tem

Examined Lib. 1611 Fol. 577.

Attest [illegible]

M. Devine to City of Boston.

Know all Men by these Presents

That I, Michael Devine of Boston in the County of Suffolk and Commonwealth of Massachusetts in consideration of Forty five hundred dollars to me paid by the City of Boston, the receipt whereof is hereby acknowledged do hereby remise, release and quit claim to the said City of Boston and its assigns for the purpose of a public park a certain parcel of land situated in said Boston and bounded as follows. Viz: Southeastwardly by Charles street there measuring forty feet, northeastwardly by land described in the vote of the Park Commissioners [illegible] mentioned as taken from the estate of Daniel Green thirty feet, Northwestwardly by a common passage way known as Green place forty feet, and northwestwardly by land described in said vote as taken from said estate of Daniel Green, thirty feet containing twelve hundred square feet more or less, and being the same premises conveyed to me by the Trustees of [illegible]

dated Oct. 9, 1880, and recorded with Suffolk deeds Lib. 1505 Fol. 593. The described premises are shown on a plan made by Thomas W. Davis, City Surveyor dated June 19, 1887, and deposited in the office of the Park Commissioners of said City of Boston: and were taken by a vote of said Park Commissioners to locate and lay out a public park passed June 1, 1883, reference to which is hereby had, and are to be used solely for the purposes of such public park, and the above consideration has been received in full satisfaction and discharge of all claims and demands for damages costs expenses and compensation for or on account of said taking, and I do hereby for myself my heirs executors and administrators covenant and agree with the said City of Boston and its assigns against any and all claims and demands of any person or persons whomsoever for damages, costs, expenses or compensation for or on account of the granted premises or the taking thereof. To have and to hold the above released premises with all the privileges and appurtenances to the same belonging, to the said City of Boston its successors and assigns to its and their use and behoof forever. And I the said grantor, for myself and my heirs, executors, and administrators do covenant with the said City of Boston and its assigns, that the premises are free from all encumbrances made or suffered by me: and that I will and my heirs, executors and administrators shall warrant and defend the same to the said City of Boston and its assigns forever, against the lawful claims and demands of all persons, claiming by, through or under me but against none others. In witness whereof I the said Michael Devine and I Mary A. Devine, wife of said Michael joining herein for the consideration aforesaid, in token of my release of all right and title of or to both dower and homestead in the granted premises have hereunto set our hands and seals this twenty fifth day of September, in the year of our Lord one thousand eight hundred and eighty three.

Michael Devine, Mary A. Devine, and each a seal, Signed sealed and delivered in presence of Roscoe F. Owen. ———

Suffolk ss. Commonwealth of Massachusetts Suffolk ss. Sept. 25, 1883.

Then personally appeared the above named Michael Devine and acknowledged the foregoing instrument to be his free

act and deed, before me. Roscoe T. Allen Justice of the Peace
[illegible] Recd [illegible] Nov. [illegible] 1883. at twelve o'clock and forty four minutes P.M. Received
Entered and Examined. Lib. 1612. Fol. 162.

Attest Thos. F. Temple Reg.

Know all Men by these Presents.

That we James H. Foy of the City and County of New York and State of Connecticut, and Lavinia H. Foy wife of said James H, in consideration of Nine thousand one hundred and 28/100 dollars paid by the City of Boston the receipt [illegible] is hereby acknowledged, [illegible] forever quit claim to the said City of Boston and its assigns forever for the purposes of a public park a certain parcel of land and flats situate in that part of said Boston which was formerly Roxbury and bounded and described as follows viz: beginning at a point in the division line between the granted premises and land of Arnold W. Sears, which point is distant one hundred and eighty seven and 7/10 feet, north westerly from Maple Avenue; thence running north-westwardly by said land of Sears three hundred and ninety seven feet more or less, to the centre line of Muddy River; thence running northwardly easterlyly and south eastwardly by said centre line of said Muddy River about six hundred and fifty feet to land of James Hayman and David W. [illegible] Trustees; thence running southwestwardly about seventy nine feet and south eastwardly about ten hundred and [illegible] on said land of said Trustees; thence running [illegible] wardly by other land of grantors on a curved [illegible] radius twenty five feet and on a curved line of 14 32 61/100 feet radius eighty seven feet to the point [illegible] Containing 94089 square feet more or less. [illegible] on a plan made by Henry M. Wightman City Engineer dated Oct. 25. 1883. to be recorded herewith; for our title see Suffolk Deeds Lib. 1332. fol. 63. Lib. 1333. fol. 201. Lib 1358. folo 129. and 101 and Lib. 1497 fol. 317 To have and to hold the above released premises with all the privileges and appurtenances to the same belonging to the

said City of Boston its successors and assigns to its and their use and behoof forever and we the said grantors for ourselves and our heirs executors and administrators do covenant with the said City of Boston and its assigns that the premises are free from all encumbrances made or suffered by us, and that we will and our heirs, executors, and administrators shall warrant and defend the same to the said City of Boston and its assigns forever against the lawful claims and demands of all persons claiming by, through, or under us, but against none other. In witness whereof we the said James H. Foy and Lavinia H. Foy have hereunto set our hands and seals this twenty seventh day of December in the year of our Lord one thousand eight hundred and eighty three. James H. Foy, Lavinia H. Foy and each a seal, Signed sealed and delivered in presence of (13 lines and 3 words first stricken out on first page) Chas. H. R. Nott M. S. Chester, State of Connecticut New Haven ss. Dec. 27, 1883. Then personally appeared the above named James H. Foy and Lavinia H. Foy and acknowledged the foregoing instrument to be their free act and deed, before me Charles H. R. Nott Notary Public and his Notorial Seal Approved Rosco T. Owen, City Conveyancer. _____ January 1, 1884. at One O'clock P.M. Received Entered and Examined Lib. 1622 Pl. 523. Attest Thos. E. Temple Reg.

Estabrook
— to —
City of Boston

Know all Men by these Presents That I Rufus Estabrook of Newton in the County of Middlesex and Commonwealth of Massachusetts, in consideration of seventeen hundred and twenty six dollars 75/100 paid by the City of Boston, the receipt whereof is hereby acknowledged, do hereby release remise and forever quit claim to the said City of Boston and its assigns forever for the purpose of a public park three undivided tenths of a certain parcel of land situate in that part of said Boston which was formerly Brookline and bounded and described as follows viz: Beginning at a point in the centre line of Muddy River which point is distant northeasterly by said line one hundred and forty four 100 feet from the in-

section of said line with the westerly line of Brookline Avenue and running thence northwestwardly on a broken line by the centre line of said river four hundred and sixty eight 54/100 feet; thence turning and running northwardly a little Eastwardly by land now or late of Amos A. Lawrence sixty one feet, thence turning and running South eastwardly by a curved line of 884 24/100 feet radius one hundred and forty six 3/10 feet; thence by another curved line of 2148 79/100 feet radius, three hundred and thirty nine 46/100 feet to land now or late of the [illegible] Mutual Life Insurance Company, thence turning and running Southwestwardly by said last named land by two lines one hundred and twenty one and 78/100 feet to the point of beginning. Containing 34 164 square feet more or less and shown on a plan made by Henry M. Wightman City Engineer, dated Oct. 15. 1883. to be recorded herewith. Being the same premises conveyed to me by the Receivers of the West Boston Savings Bank by deeds recorded with Suffolk Deeds lib 1538. fols 405. & 409 And for the above named consideration I do also hereby give and grant unto the said City of Boston the right to slope or bank the filling where required for grading said parcel to the grade thereof to be established by the Board of Park Commissioners of said City of Boston upon my remaining land abutting upon said parcel and do also for myself and my heirs, executors and administrators [illegible] covenant [illegible] agree with the said City of Boston that I will not and they shall not make or have any claim or demand against said City for damages in consequence of the omission by said City to build or maintain a retaining wall or bulkhead to support such fill. To have and to hold the above released premises, with all the privileges and appurtenances to the same belonging to the said City of Boston, its successors and assigns to its own use and behoof forever [illegible] I the said Rufus Estabrook for myself and my heirs, executors and administrators do covenant with the said City of Boston and its assigns that the premises are free from all incumbrances made or suffered by me and that I will and my heirs, executors and administrators shall warrant and defend the same to the said City of Boston and its assigns

forever against the lawful claims and demands of all persons claiming by, through or under me but against none other. In witness whereof we the said Rufus Estabrook and Eliza M. Estabrook, wife of said Rufus, who joins herein in token of her release of her right and title of or to both dower and homestead in the granted premises have hereunto set our hands and seals this [illegible] day of November in the year of our Lord one thousand eight hundred and eighty three. Rufus Estabrook Eliza M. Estabrook and each a seal. Sealed signed and delivered in presence of Roscoe P. Owen to R. E. Emily E. Estabrook.

Commonwealth of Massachusetts Suffolk, ss. November 17. 1883. Then personally appeared the above named Rufus Estabrook and acknowledged the foregoing instrument to be his free act and deed, before me Roscoe P. Owen Justice of the Peace. Attested Roscoe P. Owen City Conveyancer. November 17 1883 at one o'clock and fifty minutes P.M. Received Entered and Examined Lib. 1618. Fol. 329.

Attest. Thos. A. Leonth Reg.

Sanford — to — City of Boston.

Know all Men by these Presents That I, Oliver S. Sanford of Hyde Park in the County of Norfolk and Commonwealth of Massachusetts in consideration of one thousand eighty four $\frac{00}{100}$ dollars paid by the City of Boston, the receipt whereof is hereby acknowledged do hereby remise, release and forever quit claim to the said City of Boston and its assigns forever, for the purposes of a public park, two undivided thirds of a certain parcel of marsh land situate in that part of said Boston which was formerly Brookline and bounded and described as follows, viz: Beginning at a point in the centre line of [illegible] by said line and one hundred and forty four and $\frac{0}{100}$ feet [illegible] the centre line of Brookline Avenue and thence running Northwesterwardly on a broken line by the centre line of said River four hundred and sixty eight and $\frac{54}{100}$ feet [illegible] wardly a little Easterwardly by land now or late of Amos A. [illegible]

[illegible] a curved line of 884 $\frac{79}{100}$ feet radius one hundred and forty six and $\frac{5}{10}$ feet; thence by another curved line of 2148 $\frac{79}{100}$ feet radius, three hundred and thirty nine and $\frac{46}{100}$ to land now or late of the Union Mutual Life Insurance Company; thence bounding [illegible] by said last named land by two lines one hundred and twenty one and $\frac{75}{100}$ feet to the point of beginning, containing 34,186 square feet more or less and shown on a plan made by Henry W. Wightman City Engineer, recorded with Suffolk Deeds with a deed from Rufus Ellabrook to said City. And for the above consideration I do also hereby give and grant unto the said City of Boston the right to slope or bank the filling where required for grading said parcel to the grade thereof to be established by the Board of Park Commissioners of said City upon my remaining land abutting upon said parcel and I also for myself and my heirs, executors, administrators and assigns covenant and agree with the said City of Boston that I will not and they shall not make or have [illegible] in consequence of the omission by said City to build or maintain a retaining wall or bulkhead to support such filling. To have and to hold the above released premises, with all the privileges and appurtenances to the same belonging, to the said City of Boston its successors and assigns to its and their use and behoof forever. And I the said grantor for myself and my heirs, executors and administrators do covenant with the said City of Boston and its assigns that the premises are free from all incumbrances made or suffered by me, and that I will and my heirs, executors and administrators shall warrant and defend the same to said City of Boston and its assigns forever against the lawful claims and demands of all persons claiming by through or under me but against none other. In witness whereof I the said Oliver S. Sanford and Martha Ann Sanford my wife, who joins herein in token of her release of all right and title of or to both dower and homestead in the granted premises, have hereunto set our hands and seals this seventeenth day of November in the year of our Lord one thousand eight hundred and eighty three. Oliver S. Sanford. Martha

Standard and each a seal signed sealed and delivered in presence of James F. Myers as to O.S.S. Mattie D. Coleman as to M.E.C.
Commonwealth of Massachusetts Suffolk S.S. Boston November 17, 1883
Then personally appeared the above named Eliza S. Langend and acknowledged the foregoing instrument to be her free act and deed, before me James F. Myers Notary Public, and his Notarial seal. Attest Horace G. Prior, Reg. Conveyances.
November 17, 1883, at one o'clock and fifty minutes P.M.
Received Entered and Examined [illegible]
Attest [illegible] Reg

Release to City of Boston

Know all men by these Presents

That I, James Barrett Myers of Cambridge in the County of Middlesex and Commonwealth of Massachusetts, in consideration of five hundred forty two and 25/100 Dollars, paid by the City of Boston the receipt whereof is hereby acknowledged do hereby remise, release and forever quit claim to the said City of Boston and its assigns forever, for the purpose of a public park one undivided tenth of a certain parcel of marsh land situate in that part of Boston which was formerly Brookline, and bounded and described as follows, viz: beginning at a point in the centre line of Muddy River, which point is distant Northwestwardly by said line one hundred and forty four and 1/100 feet from the intersection of said line with the westerly line of Brookline Avenue and thence running Northwestwardly on a broken line by the centre line of said river four hundred and sixty eight and 57/100 feet thence turning and running Northwardly a little eastwardly to land now or late of Amos A. Lawrence sixty one feet, thence turning and running Southeastwardly by a curved line of 884 27/100 feet radius one hundred and forty six and 7/10 feet, thence by another curved line of 2148 79/100 feet radius three hundred and thirty nine and 46/100 feet to land now or late of the Union Mutual Life Insurance Company thence turning and running Southwestwardly by said last named land by two lines one hundred and twenty one and 78/100 feet to the point of beginning. Containing 32.1 Acres

[illegible] feet more or less and shown on a plan made by [illegible] City Engineer recorded with Suffolk Deeds with a deed from Rufus Estabrook to said City, and for the above named consideration I do also hereby give and grant unto the said City of Boston the right to slope or [illegible] the filling where required for grading said parcel to the grade thereof to be established by the Board of Park Commissioners of said City, upon any remaining land abutting upon said parcel and do also, for myself and my heirs, executors, administrators and assigns covenant and agree with the said City of Boston that I will not and they shall not, make or have any claim or demand against said City for damages in consequence of the omission by said City to build or maintain a retaining wall or bulk head to support such filling. To Have and To Hold the above released premises, with all the privileges of and appurtenances to the same belonging, to the said City of Boston, its Successors and Assigns, to its and their use and behoof forever and I the said Grantor for myself and my heirs [illegible] administrators do covenant with the said City of Boston, and its assigns, that the premises are free from all incumbrances made or suffered by me, and that I will [illegible] and Defend the same to the said City of Boston and its assigns forever against the lawful claims and demands of all persons claiming by through or under me but against none other. In Witness Whereof I the said James Barr Ames and Sarah R. Ames, my wife, who joins herein in token of her release of all right and title of or to both dower and homestead in the granted premises have hereunto set our hands and seals this nineteenth day of November in the year of our Lord one thousand eight hundred and eighty three, James Barr Ames. Sarah R. Ames and each [illegible] signed, sealed and delivered in presence of F. F. Myers as to J. B. A. Katie B. Gallagher, _____

Commonwealth of Massachusetts Suffolk ss. Boston Nov. 19 1883. Then personally appeared the above named James Barr Ames and acknowledged the foregoing instrument to be his free act and deed before me James F. Myers Notary Public [illegible] Recd. [illegible] -

City Conveyancer. November 20 1883 at one o'clock and fifteen minutes P.M. Received Entered and Examined Lib. 1618 - Fol. 519. Attest Wm. H. Tomlin Reg

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Know all Men by these Presents

That we Samuel S. Ames of Boston in the County of Suffolk and Commonwealth of Massachusetts and Mary W. Ames wife of said Samuel S. in her right in consideration of one thousand eighty four and 50/100 dollars paid by the City of Boston the receipt whereof is hereby acknowledged, do hereby remise, release and forever quit claim to the said City of Boston and to its assigns forever, for the purposes of a public park, two undivided tenths of a certain parcel of Marsh land situate in that part of said Boston which was formerly Brookline and bounded and described as follows viz: Beginning at a point in the centre line of Muddy River which point is located [illegible] and forty four and 9/100 feet from the intersection of said line with the westerly line of Brookline Avenue, and thence running [illegible] hundred and sixty eight and 54/100 feet: thence turning and running northwardly a little eastwardly by land now or late of Ames & [illegible] sixty nine feet: thence turning and running southeastwardly by a curved line of 284 27/100 feet radius one hundred and forty six and 5/10 feet: thence by another curved line of 214.5 79/100 feet radius three hundred and thirty nine and 46/100 to land now or late of the Union Mutual Life Insurance Company: thence turning and running southwestwardly by said last named land two lines one hundred and twenty one and 79/100 feet to the point of beginning. Containing 3.4 16 square feet more or less and shown on a plan made by Henry M. Wightman City Engineer, recorded with Suffolk Deeds with a deed from Rufus Estabrook to said City and for the above named consideration we do also hereby give and grant unto the said City of Boston the right to slope or bank the the filling where required for grading said parcel to the

Saml. S. Ames and Wife to City of Boston

[illegible] to be established by the Board of Park Commissioners [illegible] upon our remaining land abutting upon said [illegible] do also for ourselves and our heirs, executors, administrators and assigns, covenant and agree with the said [illegible] Boston that we will and shall not make [illegible] any claim or demand against said City for damages [illegible] the omission by said City to build or maintain [illegible] or [illegible] head to support such filling [illegible] released premises with all [illegible] belonging, [illegible] its successors and assigns, to [illegible] forever. And we the said grantors [illegible] heirs, executors and administrators [illegible] Boston, and its assigns that the premises are free from all incumbrances made or suffered by us, and that we will, and our heirs, executors and administrators shall warrant and defend the same to the said City of Boston and its assigns forever against the lawful claims and demands of all persons claiming by through or under us but against none other. In witness whereof, we the said Samuel T. Ames and Mary H. [illegible] have hereunto set our hands and seals this twenty seventh day of November in the year of our Lord One thousand eight hundred and eighty three. Samuel T. Ames. Mary H. [illegible] and each a seal. Signed, sealed and delivered in presence of the word "[illegible]" and "[illegible]" being first written over erasures on the first page. J. J. Myers. Commonwealth of Massachusetts, Suffolk, S.S. November 27th 1883. Then personally appeared the above named Mary H. Ames and acknowledged the foregoing instrument to be her free act and deed, before me. [illegible] B. Warner Justice of the Peace. Approved [illegible] Owen, City Conveyancer. December 7, 1883 at two o'clock and ten minutes P.M. Received Entered and [illegible] Lib. 1620. Fol. 410.

Know all men by these presents

That I, Elizabeth G. Hyde, of Boston in the County of Suffolk and Commonwealth of Massachusetts widow woman, in consideration of five hundred forty two and 2/100 Dollars, paid by the City of Boston the receipt whereof is hereby acknowledged, do hereby remise, release and forever quit claim to the said City of Boston and its assigns forever for the purposes of a public park an undivided half of a certain parcel of marsh land situate in that part of said Boston which was formerly Brookline and bounded and described as follows. Viz: beginning at a point on the [illegible] wardly by said line one hundred and forty four and 5/100 feet from the intersection of said line with the Northerly line of Brookline Avenue; and thence running northeasterly on a broken line by the centre line of said river, four hundred and sixty eight and 54/100 feet; thence turning and running northwardly, a little easterwardly by land now or late of Thomas A. Lawrence sixty one feet; thence turning and running southeasterwardly by a curved line of 880.24/100 feet radius, one hundred and forty six and 5/10 feet; thence by another curved line of 201.72/100 feet [illegible] nine and 46/100 feet to land now or late of the Union Mutual Life Insurance Company; thence turning and running southwesterwardly by said last named land by two lines one hundred and twenty one and 78/100 feet to the point of beginning; containing 34164 square feet, more or less and shown on a plan made by Henry M. Wightman, City Engineer, recorded with Suffolk Deeds with a deed from Rufus Estabrook to said City;

And for the above named consideration I do also hereby give and grant unto the said City of Boston the right to cut, fill or dank the filling, where required for grading said parcel to the grade thereof to be established by the Board of Park Commissioners of said City upon my remaining land abutting upon said parcel, and do also for myself and my heirs executors [illegible] and assigns covenant with the City of Boston that I will not, and they shall not [illegible] or have any claim or demand against said City for damages in consequence of the omission by said City to build [illegible] that

Elizabeth G. Hyde to City of Boston.

such filling. To have and to hold the above released premises, with the privilege and appurtenances to the same belonging to the said City of Boston, its successors and assigns to its and their use and behoof forever. And I, the said Grantor for myself and my heirs, executors and administrators do covenant with the said City of Boston and its assigns, that the premises are free from all incumbrances made or suffered by me, and that I will, and my heirs, executors and administrators shall warrant and defend the same to the said City of Boston and its assigns forever against the lawful claims and demands of all persons, claiming by through or under me, but against none other. In witness whereof I the said Elizabeth G. Hoyt have hereunto set my hand and seal this seventeenth day of November in the year of our Lord one thousand eight hundred and eighty three. Elizabeth G. Hoyt, and a seal. Signed sealed and delivered in presence of J. J. Myers.

Commonwealth of Massachusetts Suffolk ss. November 17, 1883.

Then personally appeared the above named Elizabeth G. Hoyt and acknowledged the foregoing instrument to be her free act and deed, before me James J. Myers Notary Public and his notarial seal. Approved Rosecrans P. Owen, City Conveyancer.

December 7, 1883. at two o'clock and ten minutes P. M. Received Entered and Examined. Lib. 1620. Fol. 408.

Attest Thos. E. Tompkins Reg.

Warren et al. Exr. to
— to —
City of Boston

[illegible] of Pennsylvania and Henry [illegible] of Boston in the Commonwealth of Massachusetts, as we are Executors of the last will and testament of George Washington Warren late of said Boston deceased by virtue of the power and authority given to us in said [illegible] and [illegible] [illegible] and Georgiana Warren widow of said George Washington tenant for life under said will, in consideration of five hundred and forty two and 28/100 Dollars paid by the City of Boston the receipt whereof is hereby acknowledged do hereby remise release and forever quit claim to the said City of Boston and its assigns forever for the purposes of a public park one undivided tenth of a certain parcel of marsh land situate in that part of said Boston which was formerly Brookline and bounded and described as follows, Beginning at a point in the centre line of Muddy River which point is distant northwestwardly by said line one hundred and forty four and 6/100 feet from the intersection of said line with the westerly line of Brookline Avenue and thence running northwestwardly on a broken line by the centre line of said River five hundred and sixty eight and 54/100 feet: thence turning and running northwardly a little eastwardly by land now or late of Ann A. Laurence sixty one feet. thence turning and running southeasterwardly by a curved line of 884 24/100 feet radius one hundred and forty six and 5/10 feet thence by a curved line of 2148.79/100 feet radius three hundred and thirty nine and 46/100 feet to land now or late of the Union Mutual Life Insurance Company thence turning and running southwestwardly by said last named land by two lines one hundred and twenty one and 78/100 feet to the point of beginning. Containing 34184 square feet more or less and shown on a plan made by George M. Hopkins [illegible] Engineer [illegible] 1872 [illegible] with a deed from Rufus Estabrook to said City and for the above named consideration we do also hereby give and grant unto the said City of Boston the right to slope or bank the filling where required for grading said parcel to the grade thereof to be established by the Board of Park Commissioners of said City upon our remaining land abutting upon

said parcel and do also for ourselves and our heirs executors administrators and assigns covenant and agree with the said City of Boston that we will, not, and they shall not make or have any claim or demand against said City for damages in consequence of the omission by said City to build or maintain a retaining wall or bulk head to support such filling. To have and to hold the above released premises, with all the privileges and appurtenances to the same belonging to the said City of Boston, its successors and assigns, to its and their use and behoof forever, and we the said grantors for ourselves and our heirs, executors and administrators do covenant with the said City of Boston and its assigns, that the premises are free from all incumbrances, made or suffered by us and that we will, and our heirs executors, and administrators shall [illegible] defend the same to the said City of Boston and its assigns forever, against the lawful claims and demands of all persons, claiming by, through, or under us, but against none other. In witness whereof we, the said Lucius H. Warren and Henry Walker, Executors as aforesaid and I, the said Georgiana Warren, have hereunto set our hands and seals, this thirtieth day of November in the year of our Lord one thousand eight hundred and eighty three

Lucius H. Warren, Henry Walker, Georgiana Warren and each a seal, Signed, sealed and delivered in presence of Prescott Keyes to H. W. Helen S. Jones

Commonwealth of Massachusetts Suffolk S. S. Boston November thirtieth eighteen hundred and eighty three

Then personally appeared the above named Henry Walker and acknowledged the foregoing instrument to be his free act and deed.

Before me Prescott Keyes Justice of the Peace.

December 4. 1883 at twelve o'clock and five minutes P.M. Received, Entered and Examined, Lib. 1620. Fol. 66.

Attest. [illegible]

In margin) Approved. Rescue P. Orren, City Conveyancer.

Know all Men by these Presents

That we Seyman F. Clark of Brockton in the county of Norfolk and Commonwealth of Massachusetts and Susan N. Clark wife of said Seyman F. in her right, for consideration of Five thousand eight hundred and one and 50/100 Dollars, paid by the City of Boston the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey to the said City of Boston and its assigns forever, for the purposes of a Public Park a certain parcel of land and flats on Muddy River now in the [illegible] said Boston which was formerly Roxbury and bounded and described as follows, viz: Beginning at the intersection of the Southerly boundary line of said parcel with the thread of Muddy River and running thence northwardly along the thread of said river, three hundred and ninety five feet more or less, thence southeastwardly by land now or late of Jacob Edwards about two hundred and ninety seven feet, thence South Westwardly by land of said Susan N. Clark by a curved line of 615 5/100 feet, radius, two hundred and twenty and 98/100 feet, by a tangent forty nine and 86/100 feet, and by a curved line of 1887 96/100 feet radius, one foot, thence North westwardly by land now or late of Jacob E[illegible] and sixty eight feet to the point of beginning containing 66,323 square feet, more or less, and being a portion of the premises conveyed to said Susan N. by deed of Samuel H. Russell, Executor dated June 25, 1868, and recorded with Suffolk Deeds Lib. 929 fol 306. The stable on the granted premises is not included in this conveyance but is to be removed by grantors within a reasonable time not exceeding four months from the [illegible] of the [illegible] made by Henry M. Wightman City Engineer dated Dec. 13 1883, to be recorded herewith, reference to which said plan made be had for a more particular description of the granted premises, And for the above named consideration we do also hereby give and grant unto the said City of Boston the right to slope or bank the filling where required for grading said parcel to the grade thereof to be established by the Board of Park Commissioners of said City upon our remaining land abutting upon said parcel, and do also for ourselves and our

Seyman F. Clark & Wife — to — City of Boston.

heirs, Executors and administrators covenant and agree with the said City of Boston, that we will not and they shall not make or have any claim or demand against said City for damages in consequence of the omission by said City to build or maintain a retaining wall or sufficient [illegible] such filling or [illegible] to back [illegible] in said lands when nothing more is required for such grading. To have and to hold the aforegranted premises to the said City of Boston its successors and assigns in fee simple forever, And we the said grantors for ourselves and our heirs executors and administrators do covenant with the said City of Boston and its assigns, that said Susan N. is lawfully seized in fee of the aforegranted premises: that they are free from all incumbrances that we have good right to sell and convey the same to the said City of Boston and its assigns forever, as aforesaid: and that we will, and our heirs, executors and administrators shall warrant and defend the same to the said City of Boston and its assigns forever, against the lawful claims and [illegible] of all persons, except [illegible] that the [illegible] right to [illegible] and covenants shall not apply to that portion of the granted premises which lies in and under Muddy River as to which portion the grantors hereby intend to convey only their right title and interest therein. In witness whereof we the said Lyman J. Clark and Susan N. Clark have hereunto set our hands and seals this twenty sixth day of December in the year of our Lord one thousand eight hundred and eighty three. Lyman J. Clark, Susan N. Clark, and each a seal, Signed sealed and delivered in presence of memorandum Lyman J. Clark and Susan N. Clark acknowledge the signature to this deed to be their signatures E. W. E. Thompson Dec. 26. 1883. Approved Rufus P. Ordway, City Conveyancer. _____

Commonwealth of Massachusetts, Suffolk ss. December 26. 1883. Then personally appeared the above named Susan N. Clark and acknowledged the foregoing instrument to be her free act and deed. Before me Edward W. E. Thompson Justice of the Peace. December 26. 1883. at Twelve O'clock and twenty minutes P. M. Received Entered and Examined Lib 1622. p. 151. Attest Thos. F. Gamble Reg.

Bowditch
to
City of Boston

Know all men by these Presents
That I, William J. Bowditch of Brookline in the County of Norfolk
and Commonwealth of Massachusetts, for consideration of two
thousand dollars to me paid by the City of Boston the receipt
whereof is hereby acknowledged do hereby remise release and
forever quit claim to the said City of Boston, and its assigns
forever, for the purposes of a Public Park, all that lot of land
in said Boston, containing five thousand two hundred
and four square feet more or less [illegible] on
dated October 1, 1872, and recorded with Suffolk Deeds
at the end of Lib. 1134, being lots 1 and 2 on said plan
and bounded, north east by Pond Avenue thirty feet, North
by Fremont Street fifty eight and 70/100 feet, South by lot 3
on said plan one hundred fifteen and 80/100 feet, South by
lot 5 on said plan twenty five feet, West on land now or
late of Otis H. Wood fifty three feet, and South West by the
same seventy five and 1/10 feet. Said lots containing re-
spectively 22.39 and 2965 square feet more or less
as shown also on a plan of "Proposed Charles River Im-
provement" dated Sept. 1, 1882 on file at the Office of the
Board of Park Commissioners of said City of Boston being
the same premises conveyed to me by deed of Frederick L.
[illegible] dated December 22, 1883, and recorded with Suf-
folk Deeds Lib. 1622, fol. 260, all sewer assessments now or
hereafter to be laid on the granted premises are to be assumed
and paid by the grantee. The mortgage held by me as Trustee
under deed of [illegible] recorded volume 1421 page 315 has been
this day assigned to the City. To have and to hold the
above granted premises with all the [illegible]
[illegible] to the same belonging, to the said City of Boston
its successors and assigns to its and their use and behoof
forever, and I the said grantor for myself and my heirs
[illegible] and administrators do covenant with the said
City of Boston, and its assigns, that the premises are
free from all incumbrances made by me and that I will
[illegible] and defend the [illegible] to the said City of Boston and its
assigns forever [illegible] against the lawful claims and demands
of all persons, claiming by, through or under me, but against

more other. I do not warrant against any sewer assessment [illegible] year. [illegible] the said William J. Bowditch, and Sarah A. Bowditch wife of the said William J. joining herein in token of her release of all right and title of or to both dower and homestead in the granted premises, have hereunto set our hands and seals this thirty first day of January in the year of our Lord one thousand [illegible] hundred and eighty four. Wm. J. Bowditch and [illegible] Witnessed Chas. E. Owen City Conveyancer Signed, sealed and delivered in presence & two printed words [illegible] before signing and two dashes about sewer assessments added by me. W. J. B. _____

Commonwealth of Massachusetts Suffolk S.S. February 1st 1884 [illegible] Then [illegible] appeared the above named William J. Bowditch and acknowledged the foregoing instrument to be his free act and deed. Before me, Chas. E. Owen Justice of the Peace. February 1, 1884. at twelve o'clock and fourteen minutes P.M. Received, Entered and Examined. Lib. 162 b. F. 121

Attest Thos. P. Hinckle Reg.

Bowditch Trustee — to — City of Boston

[illegible] all men by these presents

That I, William J. Bowditch, as Sole Trustee for Mary C. Eustis and as such the holder of a certain mortgage deed given by Michael Cummings to me and J. J. Bowditch trustees to secure the payment of Nine hundred and eighty nine 58/100 Dollars, to me paid by the City of Boston the receipt whereof is hereby acknowledged, do hereby grant, assign and pet [illegible] of Boston its successors and assigns said [illegible] deed, the real estate thereby conveyed and the [illegible] debt claim thereby secured and the covenants therein contained. But this assignment is made without any covenant or warranty of any kind either express or implied [illegible] in any possible event to be had to me or my heirs executors or administrators or the heirs estate in my [illegible] in consideration of the execution hereof, see assignment recorded Vol. 1467, page 319 To have and to hold the same to the City of Boston its successors and assigns to its and their

use and behoof forever, subject nevertheless to the conditions herein contained and to redemption according to law but without recourse as aforesaid. In witness whereof I the said William I. Bordwitch as Trustee as aforesaid have hereunto set my hand and seal this thirty first day of January in the year of our Lord eighteen hundred and eighty four. William I. Bordwitch as Trustee for Mary C. Curtis [illegible] signed sealed and delivered in presence of Fred. A. Bordwitch

Commonwealth of Massachusetts Suffolk ss. Boston January [illegible] 1884. Then personally appeared the aforenamed William I. Bordwitch and acknowledged the foregoing instrument to be his free act and deed as Trustee for Mary C. Curtis. Before me Fred. A. Bordwitch Justice of the Peace. February 1. 1884 at twelve o'clock and fourteen minutes P.M. Received Entered and Examined Lib. 1626. Fol. 122.

Attest Thos. L. Temple Reg.

Know all Men by these Presents

That we Thomas P. Proctor [illegible] of the City of Boston in the County of Suffolk and Commonwealth of Massachusetts in consideration of fifteen thousand [illegible] paid by the City of Boston the receipt whereof is hereby acknowledged do hereby give and grant unto the said City of Boston and its assigns forever, for the purpose of a public park, all our right title and interest in and to the following described premises, said Thomas P. Proctor hereby conveying his life estate in said premises [illegible] in the reversion and remainder [illegible] said premises being described as follows, to wit: a certain parcel of land with the buildings thereon situated in that part of said Boston called the Town of West Roxbury [illegible] as follows: beginning at a corner [illegible] post, at a point formerly marked by a cedar stake thence running about north east, four hundred and [illegible] feet and ten inches by land now or late of Townsend and J. C. Ellicott to a corner formerly marked by a cedar stake: thence

Fred. A. Sarah C. Proctor to the City of Boston

[illegible] corner formerly [illegible] Southwest five [illegible] said Morton Street and thence running [illegible] hundred and eleven feet and eight inches [illegible] to the point of beginning, containing [illegible] feet [illegible] square feet [illegible] rods. Said premises are shown on a plan of proposed [illegible] Park dated 1880, and on file at the office of the [illegible] of the Commissioners of said City of Boston: and are [illegible] premises conveyed to Lucena S. Proctor late of West [illegible] deceased by deed from [illegible] Head and Sydie Chandler Head, dated May [illegible] 1866, recorded with Norfolk County Deeds Lib. 342 Fol. 177 [illegible] deed from [illegible] Guardian dated May [illegible] 1866, recorded with Norfolk County Deeds Lib. 342 Fol. 176 [illegible] Lucena S. Proctor died May 1. 1868. intestate leaving [illegible] and as her only next [illegible] who died March 3. 1869 aged [illegible] S. Proctor, and Mary Bessie Proctor children of said [illegible] Proctor and Lucena S. Proctor see probate of the estate of said Lucena S. Proctor in the probate [illegible] Norfolk. The other undivided [illegible] owned by said Mary Bessie Proctor [illegible] to said life estate is conveyed to said City of Boston [illegible] by deed of even date [illegible] appurtenances to the same belonging [illegible] and we the said Thomas P. [illegible] for ourselves and our heirs [illegible] do covenant with the said City [illegible] that the premises are free [illegible] made or suffered by us, and that [illegible] heirs executors and administrators shall warrant and defend the same to the said City of Boston and its assigns forever against the lawful claims and demands of all persons claiming by through or under us

[illegible] P. Proctor, and Sarah L. Proctor (single woman) have hereunto set our hands and seals this twenty eighth day of January in the year of our Lord One thousand eight hundred and eighty four. Thos. P. Proctor, Sarah L. Proctor and each a seal. Signed, sealed, and delivered in presence of David H. Coolidge to both.

Commonwealth of Massachusetts Suffolk S.S. January 28th 1884. [illegible] and Sarah L. Proctor and acknowledged the foregoing instrument to be their free act and deed, Before me, David H. Coolidge Justice of the Peace. Approved Roscoe P. Drew City Conveyancer. January 29, 1884 at ten o'clock and thirty five minutes A.M. Received, Entered and Examined, Lib. 1625. Fol. 521 [illegible]

Know all Men by these Presents,

Proctor. Guardian — to — City of Boston

That whereas I, Thomas P. Proctor of Boston County of Suffolk in the Commonwealth of Massachusetts as Guardian of Mary Bessie Proctor, minor, and child of said Thomas P. Proctor and Lucena S. Proctor late of West Roxbury (now a part of said Boston) deceased, by virtue of a license granted to me on the twenty eight day of January A.D. 1884. by the Probate Court for the County of Suffolk in said Commonwealth sold the real estate of the said minor, hereinafter described at private sale, to the City of Boston, for the sum of four thousand two hundred and fifty dollars: Now, therefore in consideration of the said sum of four thousand two hundred and fifty dollars, to me paid by the said City of Boston the receipt of which sum is hereby acknowledged, I do as Guardian aforesaid and by virtue of the [illegible] grant bargain sell and convey unto the said City of Boston and its assigns forever, for the purpose of a public park an undivided half part of the following described real estate subject to the life estate therein of said Thomas P. Proctor, to wit; a certain tract of land with the building thereon situate in that part of said Boston lately the Town of West Roxbury,

bounded and described as follows: beginning at a corner on Morton (formerly Scarborough) Street, at a point formerly [illegible] stake, thence running about north east, four hundred ninety two feet and ten inches by land now or late of Townsend and J. P. Ellicott to a corner formerly marked by a cedar stake; thence running about south east, three hundred and [illegible] feet by land of [illegible] and H. C. Stokes to a [illegible] formerly marked by a cedar stake; thence [illegible] about [illegible] feet [illegible] said Morton Street; and thence [illegible] said Morton Street; and thence [illegible] north west three hundred and eleven feet [illegible] inches on said Morton Street to the point of beginning. Containing 155,900 square feet; be all said measurements and said contents more or less. Said premises are shown [illegible] "Plan of West Roxbury Park" dated 1880, and on file at the office of the Board of Park Commissioners of said City of Boston, and are the same premises conveyed to said Lucena S. Proctor by deed from John Amory Head and Lydia Chandler Head, dated May 9, 1866, recorded with Norfolk County Deeds, Lib 342, Fol. 177, and deed from [illegible] Lewis Stackpole Guardian dated May 9, 1866, recorded with Norfolk County Deeds Book 342 Fol. 176, said Lucena S. Proctor died May 1, 1868, intestate leaving a husband said Thomas P. Proctor and as her only next of kin George B. Proctor who died March 3, 1869, [illegible] Proctor [illegible] the point of the estate, said [illegible] the County of [illegible] estate in the [illegible] any part of said premises subject to [illegible] said Sarah L. Proctor to have [illegible] the premises with all the privileges and [illegible] belonging to the said City of Boston [illegible] and to hold [illegible] and the heirs, covenant with the grantee and its successors and assigns that they are the duly authorized and legal [illegible] said was [illegible] competent jurisdiction, and that they have

[illegible] in the [illegible] of said [illegible] and [illegible] paid sale. In witness whereof I hereto set my hand and seal this twenty eighth day of January in the year one thousand eight hundred and eighty four. Thos. P. Proctor Guardian and a seal signed and sealed in presence of (three printed words erased and the words "for the purpose of a public park" being interlined before signing) David H. Coolidge.

Commonwealth of Massachusetts Suffolk S.S. January 28. 1884. Then personally appeared the above named Thomas P. Proctor Guardian and acknowledged the foregoing instrument to be his free act and deed. Before me. David H. Coolidge, Justice of the Peace. Approved Roscoe T. Orton, City Conveyancer. January 29. 1884. at ten o'clock and thirty five minutes A.M. Received, Entered and Examined. Lib. 1625. Fol 523.

Attest Thos. P. Temple Reg.

Ellicott to City of Boston.

Know all Men by these Presents

That I, [illegible] Ellicott of [illegible] in the County of [illegible] and Commonwealth of Massachusetts [illegible] the sum of Three and six hundred Dollars [illegible] the City of Boston the receipt whereof is hereby acknowledged, remise, release and give up unto said City of Boston and its assigns forever for the purpose of a Public Park a certain tract of land situated in the City of Boston which was formerly West Roxbury and bounded as follows: South [illegible] and [illegible] by a building line on Walnut Street five hundred and twenty five feet three inches; [illegible] five hundred and twenty five feet [illegible] said Walnut Street [illegible] formerly of Sargent, now of said City of Boston North East-wardly and Northwardly on said last named land by [illegible] lines eight hundred and seventy seven feet two inches; Northwardly [illegible] of [illegible] and fifty five feet eight inches and three hundred and seventy three feet six inches to said Walnut Street, contain-

[illegible] and [illegible] acres more or less and being lots numbered [illegible] on a plan of Dearborn Farm, made by [illegible] [illegible] 14, 1859, and recorded with Norfolk Deeds Lib. [illegible] fol. [illegible] reference to certain changes in the boundaries of said lots caused by the relocation of said Walnut Street as shown in blue lines on a plan made by said Parbett, dated Oct. 1, 1863, and recorded with Norfolk Deeds Lib 339 fol. [illegible] [illegible] Deeds Lib. 783, fol. [illegible] fol 297, fol. 49, Lib. 313, fol. 140, and a deed from Charles G. Parkinson to me dated December 1863 to be recorded herewith. Being also the parcel numbered 41 on a plan entitled "Proposed West Roxbury Park" dated 1880, on file in the office of the Park Commissioners of said Boston. To have and to hold the above released premises with all the rights and appurtenances to the same belonging to the said body of Boston, its successors and assigns, to its and their use and behoof forever. And the said Grantor for myself and my heirs executors and administrators do covenant with the said City of Boston, its successors and assigns, to its and their use and behoof forever, that the said Grantor for myself and my heirs, executors and administrators do covenant with the said City of Boston and its assigns that the premises are free from all incumbrances made or suffered by me, and that I will and my heirs executors and administrators shall warrant and defend the same to the said City of Boston and its assigns forever against the lawful claims and demands of all persons claiming by, through or under me but against none other. In witness whereof the said Joseph P. Ellicott and Nancy H. Ellicott, wife of [illegible] hereinbefore for the consideration aforesaid [illegible] right and title of or to both [illegible] granted premises have hereunto [illegible] day in the [illegible] thousand eight hundred and [illegible] P. Ellicott, Nancy H. Ellicott and [illegible] sealed and delivered in presence of

Charles A. Wells, Fred Barnes.

Commonwealth of Massachusetts, Suffolk S.S. May 7th 1883.
Then personally appeared the above named Joseph P. Elliott and acknowledged the foregoing instrument to be his free act and deed, before me Wm. Beals Justice of the Peace.
Approved Roscoe P. Owen, City Conveyancer.

May 10. 1883. at ten o'clock and fifteen minutes A.M.
Received, Entered and Examined. Lib. 1597. Fol. 68.
Attest Chas M. Kimball Asst Reg.

Sarah Parker
To
City of Boston

Know all Men by these Presents

That I, Sarah Parker the younger, single woman of Boston in the County of Suffolk and Commonwealth of Massachusetts, in consideration of [illegible] three and 65/100 Dollars paid by the City of Boston the receipt whereof is hereby acknowledged, do hereby give grant, bargain sell and convey to the said City of Boston and its assigns forever for the purposes of a Public Park, a certain parcel of land situate in the [illegible] part of said Boston [illegible] West Roxbury [illegible] bounded Easterly by Blue Hill Avenue one hundred [illegible] and 60 feet, [illegible] and bounded [illegible] Thayer by deed recorded with Suffolk Deeds Lib. 1021. Fol. 3. and shown on a plan recorded with said deed, there measuring on a curved line of 170 3/10 feet radius fifty four and 50/100 feet again South Easterly by said land of Thayer 51 98/100 feet, North-easterly by the same eighty one and 43/100 feet, again Southerly by Blue Hill Avenue forty seven and 55/100 feet, again South Westerly by land now or late of the heirs of John L. [illegible] one hundred forty two and 75/100 feet, North Westerly by land now or late of Nathaniel N. Thayer Trustee two hundred and twenty nine feet, North Easterly by land now or late of George Billings five hundred and forty two feet be all said measurements more or less, Containing 132. 291 square feet, more or less and being the the same parcel set off in severality to the said Grantor in the partition of the estate of George J. Parker deceased, recorded with Norfolk Deeds Lib 290. Fol 73; less the portion thereof

[illegible] mentioned. The herein granted premises comprise the [illegible] parcel numbered [illegible] on a plan of Proposed West Roxbury Park, dated 1880 [illegible] of the Board of Park Commissioners of said City of Boston. To have and to hold the aforegranted premises to the said City of Boston its successors and assigns in fee [illegible] I the said [illegible] for myself and my heirs executors and administrators do covenant with the said City [illegible] that I [illegible] in fee of the premises [illegible] free from incumbrances [illegible] except a way granted to said Thayer by the [illegible] that I have good right to sell and convey the premises to said City of Boston and its assigns forever as aforesaid [illegible] and my heirs executors and administrators shall warrant and defend the same to the said City of Boston and its assigns forever against the lawful claims and demands of all persons [illegible] aforesaid. In witness whereof I the said Sarah Parker the younger, have hereunto set my hand and seal this eleventh day of February in the year of our Lord one thousand eight hundred and eighty four. Sarah Parker and a seal, Signed sealed and delivered in presence of George F. Adams. ———

Commonwealth of Massachusetts, Suffolk S.S. Feb. 11. 1884

Then personally appeared the above named Sarah Parker the grantor and acknowledged the foregoing instrument to be her free act and deed, before me George F. Adams Justice of the Peace. February 20. 1884. at two o'clock and twenty minutes P.M. Received, Entered and Examined [illegible] 69. Attest Thos F. Temple Reg.

Sarah Parker deed to City of Boston

The following is subjoined to the Preceding.

Know all Men by these Presents

That I Sarah Parker the elder of Boston in the Commonwealth of Massachusetts, widow in consideration of one dollar and other good and valuable considerations to me paid by the City of Boston do hereby remise release and forever quit claim to said City of Boston all my right title and interest in and to the parcel of land described

in the foregoing deed from Sarah Parker the grantor be paid [illegible] and [illegible] to my right to [illegible] the man[illegible] out of said parcel in accordance with the provisions of the last will and testament of Ebenezer Seaver deceased, which will was admitted to Probate in the Probate Court for the county of Norfolk on the thirtieth day of March 1844. To have and to hold said released premises to the said City of Boston its successors and assigns in fee simple [illegible]. In witness whereof I the said Sarah Parker the elder, have hereunto set my hand and seal this eleventh day of February A. D. 1884. Sarah Parker and a seal. Signed and sealed in presence of Geo. F. Adams.

[illegible] Suffolk ss. [illegible] personally appeared the above named Sarah Parker the elder and acknowledged the foregoing instrument to be her free act and deed, before me Geo. F. Adams, Justice of the Peace. Approved Rufus R. Owen City Conveyancer. February 20. 1884 at two o'clock and thirty minutes P.M. Received, Entered and Examined, Lib. 1627. Fol. 571.

Attest [illegible] Reg.

Thayer — to — City of Boston

Know all Men by these Presents That I, Nathaniel V. Thayer of Boston in the County of Suffolk and Commonwealth of Massachusetts as I am the duly constituted and acting trustee under the Indenture between Charles L. Thayer and Harriet S. Thayer of the first part and Nathaniel F. Thayer now deceased of the second part dated July 10. 1859 and recorded [illegible] Deeds [illegible] and by virtue of the decree of the Supreme Court for said County of Suffolk dated November 17 1879 pursuant to and in exercise of the power and authority in me vested by said deed and any and all other powers me hereto enabling and also as I am further authorized [illegible] from the Probate Court dated February 11. 1884. in consideration of the sum of [illegible] thousand seven hundred and fifty dollars to me paid by the City of Boston the receipt whereof is hereby acknowledged do do hereby give grant bargain sell and convey to the said City

of Boston and its Assigns forever for the purposes of a public park a certain parcel of land with the buildings thereon situate in the [illegible] part of said Roxbury [illegible] and bounded as follows viz: North eastwardly by Seaver Street eight hundred and seventeen and 75/100 feet; South eastwardly by land now or late of George Billings six hundred thirty eight and [illegible] feet. Southwestwardly by land now or late of the heirs of John L. W. Williams eight hundred and twenty two feet; Northwestwardly by [illegible] now or late of the [illegible] six hundred and eighty three feet, Containing 547.828 Square feet more or less and being the parcel numbered 5 on a plan entitled "Proposed Franklin Park Roxbury Park", dated 1880, on file at the office of the Board of Park Commissioners of said City of Boston and I the said Nathaniel N. Thayer one of the parties beneficially interested under the trust of said [illegible] hereby consent to and approve of the above conveyance and for the above mentioned consideration release to the said City of Boston and its assigns the real estate hereinbefore described. To have and to Hold the above granted premises to the said City of Boston its successors and assigns in fee simple forever, and I the said Nathaniel N. Thayer Trustee for myself and my heirs executors and administrators do hereby covenant with the said City of Boston and its assigns that the granted premises are free from all incumbrances made or suffered by me; and that I will and my heirs executors administrators shall warrant and defend the same to the said City of Boston and its assigns against the lawful claims and demands of all persons claiming by through or under me but against none other. In witness whereof I the said Nathaniel N. Thayer Trustee as aforesaid and I the said Harriet L. Thayer have hereunto set our hands and seals this thirteenth day of February in the year of our Lord one thousand eight hundred and eighty four. Nathaniel N. Thayer Trustee Harriet L. Thayer signed sealed and delivered in presence of [illegible] Commonwealth of Massachusetts Suffolk ss. [illegible] then personally appeared the above named Nathl. N. Thayer [illegible] and acknowledged the foregoing instrument to be his free act and deed before me [illegible] Rufus P. Orren Justice of the Peace [illegible] P. Orren. City

Conveyances. February 13. 1880. at ten o'clock and twenty seven minutes. A.M. Received Entered and Examined. Lib. 1627. Fol. 130. Attest. Thos. F. Temple Reg.

Know all Men by these Presents, That I Charles D. Howard Sargent of Cambridge in the Commonwealth of Massachusetts in Consideration of the Thomas, Malcolm Thomas, Eliza H. Thomas and Margaret Thomas, Minors and Children of Arthur M. Thomas, late of Boston in said Commonwealth, deceased, by virtue of a license granted to me on the fourth day of February A.D. 1880. by the Probate Court for the County of Suffolk in said Commonwealth [illegible] the date of said license, the interest of said minors in the real estate hereinafter described for a sum not less than twenty seven thousand one hundred and sixty eight and 70/100 Dollars.

Sargent Conveyance to City of Boston.

Now Therefore in consideration of the said sum of twenty seven thousand one hundred and sixty eight and 70/100 Dollars to me paid by the City of Boston a Municipal Corporation established in said Commonwealth, the receipt whereof is hereby acknowledged, I do [illegible] and by virtue of the aforesaid license, hereby grant bargain sell and convey unto the said City of Boston for the purposes of the latter [illegible] a lot of land with the buildings [illegible] situated in the first ward of said Boston [illegible] Tremont Row, and bounded as follows. Viz: Northerly by Walnut Avenue there measuring on three lines about three hundred and twenty six and 93/100 feet. Easterly on Scarborough Street about one thousand twenty seven and 40/100 feet: South Easterly on said street about seventy three and 20/100 feet: Southerly on said street seven hundred three and 10 feet. [illegible] said street [illegible] exceeded. [illegible] and [illegible] feet: [illegible]

and others now of said City of Boston five hundred five and 60/100 feet. Westerly again on said land late of Proctor and others, three hundred and ten feet: Westerly again by several lines by land late of Joseph P. Elliott now of said City four hundred six and 80/100 feet. Containing 732.027 square feet more or less, and subject to the right of dower of Mary S. Apthorp, formerly Mary S. Thomas the mother of said minor which right is to be conveyed to said City by deed of even date herewith. To have and to hold the granted premises with all the privileges and appurtenances thereto belonging to the said City of Boston, and its successors and assigns in fee simple forever for the purposes aforesaid. In witness whereof I hereunto set my hand and seal this eighth day of February in the year one thousand eight hundred and eighty four. Howard Sargent Guardian and a seal. Signed and sealed in presence of Roscoe P. Owen. ———

Commonwealth of Massachusetts Suffolk S.S. February 9. 1884. Then personally appeared the above named Howard Sargent Guardian and acknowledged the foregoing instrument to be his free act and deed. Before me. Roscoe P. Owen Justice of the Peace. Approved Roscoe P. Owen City Conveyancer February 9, 1884. at eleven o'clock and thirty five minutes A.M. Received Entered and Examined Lib. 1626. fol. 568.

Attest Thos F. Temple Reg.

Sargent Trust. — to — City of Boston.

Know all Men by these Presents That I, Howard Sargent of Cambridge in the Commonwealth of Massachusetts, as I am trustee under two certain deeds of trust made by Mary S. Thomas, now Mary S. Apthorp recorded with Suffolk Deeds Lib. 1507. fol 86 and Lib 1571 fol 28. and 19, the said Mary S. Apthorp In consideration of Sixteen hundred and four hundred eighty one and 16/100 Dollars paid by the City of Boston the receipt whereof is hereby acknowledged do hereby remise, release and forever quit claim to the said City of Boston and its assigns forever for the purposes of a public park one undivided fifth part of all that parcel of land with dwelling

house and out buildings thereon situate on that part of said Estate which was formerly West Roxbury and bounded as follows, Viz: Northerly by Walnut Avenue there measuring on three lines about three hundred forty six and $\frac{93}{100}$ feet. Easterly on Dearborn Street, about one thousand twenty seven and $\frac{40}{100}$ feet. South easterly on said Street about seventy three and $\frac{00}{100}$ feet; Southerly on said Street seven hundred three and $\frac{15}{100}$ feet, South West ely on the corner of said Dearborn Street and Morton Street twenty seven and $\frac{32}{100}$ feet. Westerly on said Morton Street five hundred six and $\frac{85}{100}$ feet, [illegible] land late of Thomas P. Proctor and others now of said City of Boston five hundred five and $\frac{60}{100}$ feet. Westerly again on said land late of Proctor and others, three hundred and ten feet. Westerly again by [illegible] land late [illegible]. [illegible] of said City, four hundred six and $\frac{00}{100}$ feet. Containing 7[illegible] 027 square feet more or less. Also one undivided third part of the above described parcel of land for and during the life of said Mary S. Atthorp, being the right of Dower of the said Mary S. therein. To have and to hold the above released premises, with all the privileges and appurtenances to the same belonging to the said City of Boston its successors and assigns to its and their use and behoof forever, and we, the said grantors for ourselves and our heirs executors and administrators do covenant with the said City of Boston, and its assigns, that the premises are free from all incumbrances made or suffered by us, and that we will and our heirs executors and administrators shall warrant and defend the same to the said City of Boston and its assigns forever, against the lawful claims and demands of all persons claiming by through or under us but against none otherwise.

In witness whereof we the said Howard Sargent Trustee as aforesaid, and Mary S. Atthorp have hereunto set our hands and seals this eighth day of February in the year of our Lord, one thousand eight hundred and eighty four, Mary S. Atthorp, Howard Sargent, and each a seal. Signed sealed and delivered in presence of Reuben P. Irwin to H. S.

Commonwealth of Massachusetts, Suffolk, ss. February 9. 1884. Then personally appeared the above named Howard Sargent Trustee and Mary S. Atthorp and acknowledged the foregoing instrument

[illegible] at Eleven O'Clock [illegible] Recorded, Entered and Examined.

Know all Men by these Presents

[illegible] Eliza G. Townsend [illegible] the District of Columbia, George F. Townsend of Natick in the Commonwealth of Massachusetts, and David Townsend of Scituate in said Commonwealth, sole heirs at law of Eliza G. Townsend late of Boston in said Commonwealth, Widow, deceased intestate in consideration of Fourteen thousand three hundred and seventy five Dollars paid by the City of Boston, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey to the said City of Boston and its assigns [illegible] for the purposes of a public park a certain parcel of land situate in that part of said Boston which was formerly West Roxbury and bounded as follows, viz: Southwestwardly by Walton Street [illegible] three measuring two hundred and ninety three feet [illegible] inches: Southeastwardly by land of said City of Boston, formerly of Thomas P. Proctor and others, three hundred and four-teen feet [illegible]: Northeastwardly by land of said City formerly of Caleb T. Ellicott, three hundred and eighty seven feet seven inches: Northwestwardly by land now or late of James Ritchie and others three hundred and fifty seven feet seven inches, be all said measurements more or less; or however otherwise the granted premises may be bounded, measured or described, containing 108 900 square feet, more or less: and being the [illegible] premises conveyed to the said Eliza G. Townsend by John Parkinson by his deed dated Sept. 11, 1857 and recorded with Norfolk Deeds, Lib. 259, Fol. 21. To have and to hold the aforegranted premises to the said City of Boston [illegible] in fee simple forever. And we [illegible] and our heirs, executors and administrators [illegible] and with the said City of Boston [illegible] lawfully seized in fee of the

aforegranted premises; that they are free from all incumbrances that we have good right to sell and convey the same to the said City of Boston and its assigns forever as aforesaid; and that we will, and our heirs, executors and administrators shall warrant and defend the same to the said City of Boston and its assigns forever against the lawful claims and demands of all persons. In witness whereof, we the said Edward D. Townsend, George J. Townsend and David Townsend together with Ann O. Townsend, wife of said George J. in token of their release of all right and title of or to both dower and homestead in the granted premises said David being unmarried have hereunto set our hands and seals this twenty third day of February in the year of our Lord one thousand eight hundred and eighty four. E. D. Townsend. Ann O. Townsend. George J. Townsend. Lucy M. Townsend. David Townsend. Signed sealed and delivered in presence of L. S. Auchmuty. L. S. Auchmuty. Gustavus Smith. Gustavus Smith. District of Columbia, County of Washington, S.S. W. R. Wilcox a Notary Public in and for said District, do hereby certify that Edward D. Townsend of Washington City, party to a certain deed bearing date on the twenty third day of February A.D. 1884, and hereunto annexed, appeared before me in the County aforesaid, the said Edward D. Townsend being personally well known to me to be the person who executed said deed and acknowledged the same to be his act and deed. Given under my hand and Notarial Seal this 23d day of June A.D. 1884. W. R. Wilcox Notary Public, and his Notarial Seal. Clerk's office of the Supreme Court of the District of Columbia. District of Columbia. S.S. I. R. J. Meigs, Clerk of the said Court, do hereby certify that W. R. Wilcox Esq. whose name is subscribed to the certificate of proof or acknowledgement of the annexed instrument and thereon written, was at the time of taking such proof or acknowledgement a Notary Public in and for the said District, dwelling therein, commissioned, sworn, and duly authorized to take the same, and further that I am well acquainted with the handwriting of said W. R. Wilcox and verily believe that the signature to the said certificate of proof or acknowledgement is genuine and the said instrument is executed and acknowledged according to the laws of this District. In testimony whereof I have hereunto set my name and affixed the seal of said Court this

28 day of February A.D. 1884. R. F. Meigs, Clerk, by R. F. Meigs Jr. Assistant Clerk, and the Court seal ——
Commonwealth of Massachusetts Suffolk, ss. July 28. 1884.
Then personally appeared the above named Frank Cormond and acknowledged the foregoing instrument to be his free act and deed, before me Rocco P. Owen, Justice of the Peace.
Approved Rocco P. Owen City Conveyancer. — February 28. 1884. at one o'clock and seven minutes P.M. Received Entered and Examined. Lib. 1628. Fol. 325.
Alex Thos F. Temple Reg

Fuller to City of Boston.

Know all Men by these Presents,
That I, Jacob Fuller of Boston, in the County of Suffolk and Commonwealth of Massachusetts, in consideration of sixty five thousand eight hundred and seventy five dollars to me paid by the City of Boston, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell, and convey to the City of Boston and its assigns forever for the purposes of a public park, three certain parcels of land situated in that part of said Boston which was formerly West Roxbury and bounded respectively as follows. Viz: ——
1. A parcel of land beginning on the North Easterly line of Glen Road at land of said City of Boston formerly of Parker and Billings and running North Westerwardly on said Glen Road to land of said City formerly of Ellen S. Eldredge and others: thence running North Easterwardly and South Easterwardly on said land formerly of Eldredge and others to said land formerly of Parker and Billings, thence running South Westerwardly by said last described land to the point of beginning containing 96 200 square feet more or less and being the parcel numbered 12 on a plan of Proposed West Roxbury Park dated 1880. and on file in the office of the Board of Park Commissioners of said City. ——
2. Another parcel of land beginning on the North Easterly line of Glen Road, at land of said City formerly of said Eldredge and others and running thence North Westerwardly on said Glen Road to Walnut Street, thence running North-

wardly on said Walnut Street to land of said City, formerly of Lorenzo E. Sawyer, thence [illegible] North Eastwardly and again North Eastwardly by said land formerly of Sawyer; thence South Eastwardly by land of said City, formerly of the Institution for Savings in Newburyport and its vicinity to said land formerly of said Eldridge and others; thence running South Westwardly on said last mentioned land to the point of beginning; containing 596.204 square feet, more or less and being the parcel numbered 13 on the plan hereinbefore mentioned.

3 – Another parcel of land beginning on the South Easterly line of Walnut Street at its intersection with the South Westerly line of Glen Road and running South Eastwardly on said Glen Road to land of said City formerly of said Eldridge and others; thence South Westwardly to South Eastwardly and North Eastwardly on said last mentioned land to said Glen Road; thence running South Eastwardly [illegible] said Glen Road to land of said City formerly of Billings and Parker; thence running South-Westwardly on said land formerly of said Billings and Parker on land now or late of Sewall on a private way know as Cook's Lane, and on land of said City formerly of the heirs of Thomas C. Hale to land of said City, formerly of Clara Young; thence North Westwardly and again North Westwardly on said land formerly of said Young to Williams Street; thence North Westwardly on said Williams Street to land of said City formerly of the heirs of Jeremiah Williams; thence North Eastwardly and again North Westwardly on said last mentioned land to Walnut Street; thence North Eastwardly on said Walnut Street to the point of beginning, containing 1.198.908 square feet, more or less and being the parcel numbered 14 on the plan hereinbefore mentioned. Also all my right, title and interest in and to said Glen Road and in and to the passage way formerly known as Cook's Lane or Parker's Lane leading from the [illegible] premises to the Hale Street [illegible] said premises were taken by a vote of the Board of Park Commissioners of said Boston to locate and lay out a public park passed May 25. 1883. and are to be used for the purposes of such public park, and the above consideration has been received in full satisfaction and discharge of all claims and demands, for damages, costs, expenses and compensation by reason of said taking. To have and

to [illegible] City of Boston, its heirs and assigns in fee simple forever for the purposes of [illegible]. And I the said Grantor for myself and my heirs executors and administrators do covenant with said City of Boston and its assigns that I am lawfully seized in fee of the aforegranted premises: that they are free from all incumbrances made or suffered by me, except said taking, that I have good right to sell and convey the same to the said City of Boston and its assigns forever as aforesaid: and that I will and my heirs executors and administrators shall warrant and defend the same to the said City of Boston and its assigns forever against the lawful claims and demands of all persons claiming by, through or under me but against none other. In witness whereof I, the said Jacob Bottler, having no wife have hereunto set my hand and seal this twenty first day of February, in the year one thousand eight hundred and eighty four. Jacob Bottler and a seal. Sealed, signed and delivered in presence of (seven words first interlined on first page) [illegible]

Commonwealth of Massachusetts, Suffolk, ss. Feb. 21, 1884. Then personally appeared the above named Jacob Bottler, and acknowledged the foregoing instrument to be his free act and deed: Before me, Rufus P. Owen, Justice of the Peace. Approved Rufus P. Owen, City Conveyancer. February 21, 1884. at ten o'clock and twenty five minutes A.M. Received Entered and Examined. Lib. 1627. Fol. 595.

Attest Wm. T. Temple Reg.

Church to City of Boston.

Know all Men by these Presents, That I, Henrietta A. Church of Boston in the County of Suffolk and Commonwealth of Massachusetts and Ellen [illegible] wife of said Henry A. in her right in consideration of twenty seven thousand two hundred and fifty dollars to us paid by the City of Boston, the receipt whereof is hereby acknowledged do hereby give, grant bargain, sell, and convey to the said City of Boston and its assigns forever for the purposes of [illegible] a certain parcel of land situate in that part

said Boston which was formerly West Roxbury and bounded and described as follows, viz: Beginning at the corner of Walnut street and Forest Hills street at a point which that part of said Forest Hills street formerly called Pebble Lane and afterwards Centre Street and thence running on that part of said Forest Hills Street formerly known as Walnut street [illegible] 17° [illegible] hundred forty three feet thence running on the same part of said street South 60° West [illegible] said part of said street South 20° [illegible] hundred forty [illegible] feet to a corner being the corner of [illegible] and all the land [illegible] Centre street [illegible] called Centre street [illegible] 20° [illegible] four hundred twelve feet six inches thence still on the same street South 80° 50' East three hundred forty three feet three inches. [illegible] running by said land late of said Parkinson North 32°-50' East four hundred fifty seven feet to said Walnut Street, thence turning and running on said Walnut Street North 50° [illegible] hundred five feet five inches, thence turning and running on said Walnut Street North 64° 10' West sixty feet to the point of beginning [illegible] conveyed by us to the Proprietors of Forest Hills Cemetery by deed [illegible] Lib. 280 fol. 284. and by said Proprietors to the Inhabitants of [illegible] Feb. 28. 18[illegible] recorded with Norfolk Deeds. Lib. 389 fol. 67 and now forming a part of said Forest Hills and Morton Streets. The premises hereby granted contain 305915 square feet, more or less, and are shown on a plan entitled "Proposed West Roxbury Park" dated 1880. and on file in the office of the Board of Park Commissioners of said Boston. For our title see deed [illegible] recorded with Norfolk Deeds [illegible] 179. To have and to hold the aforegranted premises to the said City of Boston, its successors, and assigns in fee simple [illegible] and we, the said grantors for ourselves and our heirs, executors and administrators do covenant with the said City of Boston, and its assigns, that said Helen is lawfully seized in fee of the aforegranted premises, that they are free from all incumbrances, that we have good right to sell and convey

[illegible] the lawful claims [illegible] witness whereof, we the said [illegible] Church are hereunto set our [illegible] seventh day of March in the year of our Lord one thousand eight hundred and eighty-four.
Henry A. Church, Helen Church and each a seal. Signed, sealed and delivered in presence of Frank M. Forbush, Albert A. Christian.

Commonwealth of Massachusetts Suffolk, ss. March 27, 1884.
[illegible] above named Helen Church and acknowledged the foregoing instrument to be her free act and deed. Before me, Frank M. Forbush Justice of the Peace.
[illegible] Conveyancer.
[illegible] at ten o'clock and fifty-seven minutes.
A. M. Received Entered and Examined. Lib. 1631. Fol. 277
Attest Thos. B. Temple, Reg.

Dalney to [illegible]

[illegible] Know ye by these Presents.
That I Sarah B. Dalney of Boston, in the County of Suffolk, and Commonwealth of Massachusetts, Widow, in con- [illegible] thousand two hundred and fifty Dollars [illegible] Boston the receipt whereof is hereby acknowledged, [illegible] grant bargain sell and convey to the said [illegible] and its assigns forever, for the purposes of a [illegible] a certain parcel of land situate in that part [illegible] which was formerly West Roxbury and bounded and described as follows viz: Beginning at a point in the [illegible] side of Forest Hills Street, at land of Francis A. Peters; [illegible] Southeasterwardly on said land of Peters two hundred fifty four [illegible] 100 feet: thence turning and running Northeasterwardly on said land of Peters four hundred fifty seven [illegible] 100 feet: thence turning and running Southeasterwardly [illegible] avenue thirty feet wide belonging to said Peters and [illegible] on land of M. Donnan Ross, and others two hundred

and thirty nine feet: thence turning and running Southeastward on land of Samuel E. Sawyer, two hundred and seventy five and $\frac{50}{100}$ feet: thence southeastwardly by a curved line on said land of Sawyer forty feet: thence southeastwardly on said land of Sawyer [illegible] one hundred fifty one, and one hundred forty nine and $\frac{00}{100}$ feet: thence turning and running [illegible] on land of said [illegible] formerly of Chance one thousand fifty and $\frac{10}{100}$ feet: thence turning and running Northwestwardly on land now or formerly of Sargent, by a broken line three hundred seventy six and $\frac{30}{100}$ feet: thence turning and running Northeastwardly by said Forest Hills Street eight hundred forty one and $\frac{50}{100}$ feet to the point of beginning: Containing [illegible] square feet [illegible] the parcel numbered 113 on a plan entitled "Proposed Ward Roxbury Park", dated 1880, on file in the office of the Board of Park Commissioners of said City of Boston. To have and to hold the above released premises with all the privileges and appurtenances to the same belonging, to the said City of Boston its successors and assigns, to its and their use and behoof forever, And I the said grantor, for myself and my heirs executors and administrators do covenant with the said City of Boston, and its assigns, that the premises are free from all incumbrances made or suffered by me, and that I will, and my heirs, executors and administrators shall warrant and defend the same to the said City of Boston and its assigns forever against the lawful claims and demands of all persons, claiming by, through or under me, but against none other. In witness whereof I the said Susan H. Dabney have hereunto set my hand and seal this twenty [illegible] day of April, in the year of our Lord one thousand eight hundred and eighty four. Susan H. Dabney and a seal, Signed sealed and delivered in presence of C. G. Segar. Five printed words stricken out and the words "grant, bargain sell and convey" interlined before signing.

Eastern District, State of Virginia Elizabeth City S.S. April 28th 1884. Then personally at hand the within named Susan H. Dabney and acknowledged the foregoing instrument to be her free act and deed. Before me J. H. Rankin U.S. Commissioner for Eastern District of Virginia. c. H. Linwood

Roscoe P. Owen, City Conveyancer.

May 2, 1884. at twelve O'clock and thirty minutes P.M.
Received Entered and Examined, Lib. 1636. Fol. 104
Attest Th. H. Templeton Reg.

City of Boston
In Board of Park Commissioners

July 25. 1884. Whereas the undersigned duly appointed and qualified as the Board of Park Commissioners of the City of Boston by virtue of and according to the provisions of the act of the Legislature of the Commonwealth of Massachusetts entitled "an act for the laying out of Public Parks in or near the City of Boston" being Chapter 185 of the Acts of the year 1875, deem it desirable to take the following described parcel of land for the purpose and under the powers and limitations set forth in said Act. Now therefore, we the said Board of Park Commissioners by the authority conferred upon us by the said act, and by the City Council of said City of Boston, [illegible] to cover the estimated expense of our action in the premises, have voted [illegible] to take [illegible] and for a public park the following described parcel of land situated in that part of the City of Boston called West Roxbury, namely, a parcel of land belonging to Emily Sharpe, bounded and described as follows: Beginning on the southeasterly line of Walnut Street at land heretofore taken for a public park from the City of Boston and running Northeasterly on said Walnut Street, to said land taken for a public park from the City of Boston, thence running southeasterly, northeasterly southeasterly, southwesterly and northwesterly on said land to the point of beginning, containing 9 1478 square feet, more or less and being the parcel numbered 25, on a plan of "Shaw's West Roxbury Park" dated 1880. on file at the office of said Commissioners. Geo. W. Dorlon, Henry Lee, The Board of Park Commissioners of the City of Boston. July 26. 1884. At two o'clock and twelve minutes P.M. Received, Entered & Examined.
Attest Th. H. Templeton Reg.

Lib. 1636. P. 349

Palmer
to
City of Boston

Know all Men by these Presents,
That I, Mary E. Palmer of Boston in the County of Suffolk and Commonwealth of Massachusetts, widow, in consideration of twenty seven hundred eighty eight and 48/100 Dollars paid by the City of Boston the receipt whereof is hereby acknowledged do hereby remise, release and forever quit claim to the said City of Boston and its assigns forever for the purposes of a Public Park, a certain parcel of land situate in that part of said Boston which is formerly Roxbury and bounded as follows: North eastwardly by Park street the measurements being 1[illegible] 00 feet, southeastwardly by the land of [illegible] line of [illegible] feet radius, hundred and [illegible] feet; Southwestwardly by said other land of grantor by a straight line twelve and 23/100 feet, and by a curved line of 1146 28/100 feet radius, one hundred fifty nine and 18/100 feet; Northwestwardly by land of Rosina Lenkhardt sixty and 87/100 feet. Westwardly by Longwood Street by two lines, one hundred and three feet and sixty six and 50/100 feet respectively: North westwardly by the junction of said Park and Longwood Streets thirty two and 1/100 feet containing 3402 1/10 square feet more or less and shown on a plan made by Hen. H. Frightman Est Engineer, dated Oct. 20. 1884. to be recorded herewith, reference to which may be had for a more particular description of the granted premises, being a portion of the premises conveyed to my late husband, Wm. H. Palmer, by deed of Henry N. Clark June 11. 1868, recorded in Suffolk Deeds, lib. 928. fol. 234. and by said William H. devised to me in and by his last will and testament proved and allowed in the Probate Court for said County of Suffolk. To have and to hold the above released premises with all the privileges and appurtenances to the same belonging, to the said City of Boston, its successors and assigns to its and their use and behoof forever, and the said Mary E. Palmer for myself and my heirs executors and administrators do covenant with the said City of Boston and its assigns, that the premises are free from all incumbrances made or suffered by me and that I will and my heirs, executors and administrators shall warrant and defend the same to the said City of Boston and its assigns forever against the lawful claims and demands of all persons, claiming

by through or under me, but against none other. In witness whereof I the said Mary E. Palmer have hereunto set my hand and seal this eighth day of November in the year of our Lord one thousand eight hundred and eighty four. Mary E. Palmer and a seal. Signed, sealed and delivered in presence of George W. Whiston.

Commonwealth of Massachusetts. Suffolk S.S. November 8. 1884.
Then personally appeared the above named Mary E. Palmer, and acknowledged the foregoing instrument to be her free act and deed. [illegible]
Received Office P. Crow, City Conveyancer. November 10. 1884. [illegible] M. Recorded
Entered and Examined. Lib. 1658. Fol. 63
Alex Thayer Snyder Reg.

Mary Parker to City of Boston.

Know all Men by these Presents,
That we, Augustus Parker, of Boston in the County of Suffolk and Commonwealth of Massachusetts, and Mary E. Parker wife of said Augustus, in her right, in consideration of fifteen thousand four hundred and eighty one and 83/100 dollars, [illegible] the City of Boston, the receipt whereof is hereby acknowledged do hereby remise, release and forever quitclaim to the said City of Boston, and its assigns forever, [illegible] Public park, a certain parcel of land situate in that part of said Boston which was formerly West Roxbury, and bounded as follows, viz: Northeastwardly by land [illegible] one hundred and sixty six feet, Southeastwardly by land [illegible] said City formerly of Nathaniel N. Thayer Trustee; six hundred and eighty three feet more or less to land of said City, formerly of the heirs of John D. W. Williams: Southwestwardly by said land formerly of the heirs of said Williams two hundred and sixty four feet: Northwestwardly in the line running in the centre of the wall dividing the granted land from land of said City formerly of the heirs of said Williams, as mentioned and fully described herein: excepting therefrom a parcel of land conveyed by us to Lewis W. Stone by deed recorded with Suffolk Deeds, Lib. 1426. fol. 295, and another parcel

conveyed by us to Jane L. Anderson by deed recorded with said Deeds. Lib. 1435 fol. 248. The granted parcel is a portion of the same premises conveyed to said Mary E. Parker by deed of Henry A. Rice dated May 8. 1878. and recorded with Suffolk Deeds Lib. 1418 fol. 262. and contains 245.763 square feet, more or less, as shown on a "Plan of Proposed Hyde Roxbury Park" dated 1880. on file in the office of the Board of Park Commissioners of said Boston. The above granted premises were taken by an act of said Board passed May 28. 1883. for the purposes of a public park; and the above consideration has been received in full satisfaction and discharge of all claims and demands for damages, costs, expenses and compensation for, on account of, or in any way growing out of said taking and the laying out of said parcel as part of a public park. To have and to hold the above [illegible] premises, [illegible] to the said City of Boston [illegible] and assigns, to its and their use and behoof forever, and we the said Augustus Parker, and Mary E. Parker, for ourselves and our heirs executors and administrators, do covenant with the said City of Boston and its assigns that the premises are free from all incumbrances made or suffered by us, except taxes for the year 1883 and 1884. and that we will and our heirs executors and administrators shall warrant and defend the same to the said City of Boston and its assigns forever, against the lawful claims and demands of all persons claiming through or under us but against none other.

In witness whereof, we the said Augustus Parker and Mary E. Parker have hereunto set our hands and seals this twenty sixth day of July in the year of our Lord one thousand eight hundred and eighty four. Mary E. Parker, Augustus Parker and each a seal, signed sealed and delivered in presence of Henry F. Hunt.

Commonwealth of Massachusetts Suffolk ss. July 26. 1884 [illegible] Mary E. Parker and acknowledged the foregoing instrument to be their free act and deed, before me, [illegible] Justice of the Peace. Filed [illegible] July 26. 1884. at twelve o'clock and twenty nine minutes. P.M. Recorded, Entered & Examined L. 1646. F. 331. Attest, [illegible] Clerk.

City of Boston.

Void. In Board of Park Commissioners June 1, 1883.

Whereas the undersigned duly appointed, [illegible] and qualified as the Board of Park Commissioners of the City of Boston by virtue [illegible] and according to the provisions of the act of the Legislature of the Commonwealth of [illegible] entitled "an act for the laying out [illegible] in or near the City of Boston" being Chapter [illegible] of the Acts of the year 1875 deem it desirable to take [illegible] formerly being the Easterly of [illegible]

City [illegible]

Park Comrs. to City of Boston. In Board of Park Commissioners [illegible] 1883

Whereas the undersigned [illegible] and qualified as the Board of Park Commissioners of the City of Boston [illegible] according to the provisions [illegible] entitled An act for the laying [illegible] in or near the City of Boston being Chapter [illegible] of the Acts of the year 1875, deem it desirable to take the following described parcels of land [illegible] purposes and under the [illegible]

Now therefore [illegible] Commissioners [illegible] as by the said act and by the [illegible] Boston [illegible] necessary to cover the estimated expenses of our action in the premises, [illegible] taken and hereby do take and locate [illegible] the following described parcels of land [illegible] situated in [illegible] City of Boston [illegible] the Institution for Laying in Newburyport road its vicinity, bounded and described as follows:

Beginning on the South easterly line of Walnut Street at its intersection with the Southwesterly line of Seaver Street and running [illegible] easterly on said line of Walnut Street to land hereinafter described as taken from [illegible] Eldredge, Elizabeth A. Williams and Emma W. Williams; thence running Southwesterly on said land described as taken from Eldredge and Williams to land hereinafter described as [illegible] Allen; thence running northwesterly

on said land described as taken from Jacob Potter to land hereinafter described as taken from Samuel E. Sawyer, thence running northeasterly and northwesterly on said land described as taken from Samuel E. Sawyer and land hereinafter described as taken from George D. Lord, Trustee, to said Walnut Street; thence running northeasterly on said Walnut Street to the point of beginning. Containing 1,698.840 square feet, more or less and being the parcel numbered 1 on a plan of "Proposed West Roxbury Park" dated 1880. on file at the office of said Commissioners. A parcel of land belonging to Ellen S. Eldridge, Elizabeth A. Williams and Emma H. Williams, bounded and described as follows: beginning at a point on the southwesterly [illegible] taken from the Institution for Savings in Newburyport and its vicinity and running southeasterly on said Sears Street to land hereinafter described as taken from Mary E. Parker; thence running southwesterly on said land described as taken from Mary E. Parker and land of Nathaniel A. [illegible], now land of Sarah Parker the younger to Blue Hill Avenue thence Southwesterly on said Blue Hill Avenue to land hereinafter described as taken from the City of Boston thence running Northwesterly and Southwesterly on said land described as [illegible] from the City of Boston [illegible] and running northwesterly on said Glen Road to other land hereinafter described as taken from Jacob Potter [illegible] and land hereinafter described as taken from the Institution for Savings in Newburyport and its vicinity to the point of beginning. Containing 848.820 square feet more or less and being the parcel numbered 8 on a plan "Proposed West Roxbury Park" dated 1880. on file at the Office of said Commissioners.

A parcel of land belonging to Ellen S. Eldridge, Elizabeth A. Williams and Emma H. Williams bounded and described as follows: beginning [illegible] Glen Road at land hereinafter described as taken from Jacob Potter and running southwesterly, northwesterly and northeasterly on said land described as taken from Jacob Potter to

said Glen Road: thence running Southeasterly on said Glen Road to the point of beginning. Containing 65983 square feet more or less, and being the parcel numbered 9. on a plan of "Proposed West Roxbury Park" dated 1880. on file at the office [illegible] Commissioners.

A parcel of land belonging to the City of Boston bounded and described as follows: Beginning on the northwesterly line of Blue Hill Avenue at land hereinbefore described as taken from Ellen S. Eldredge, Elizabeth A. & Emma F. Williams and running southwesterly on said Blue Hill Avenue to Glen Road to land hereinafter described as taken from Jacob Fottler: thence running northeasterly on said land described as taken from Eldredge and Williams: thence running southeasterly on said last mentioned land to the point of beginning. Containing 65000 sq. feet, more or less and being the parcel numbered 10 on a plan of "Proposed West Roxbury Park," dated 1880. on file at the office of said Commissioners.

A parcel of land belonging to the City of Boston bounded and described as follows: beginning at a point on the northwesterly line of Blue Hill Avenue at its intersection with the southwesterly line of Glen Road, and running southwesterly on said Blue Hill Avenue, to land of Ellen M. Sewall and others: thence running northwesterly on said land of Sewall and others to land hereinafter described as taken from Jacob Fottler: thence running northeasterly on said land described as taken from Jacob Fottler [illegible] thence running southeasterly on said Glen Road to the point of beginning. Containing 98350 sq. feet, more or less and being the parcel numbered 11 on a plan of "Proposed West Roxbury Park" dated 1880 on file at the office of said Commissioners.

A parcel of land belonging to Jacob Fottler, bounded and described as follows: Beginning at the northeasterly line of Glen Road at land hereinbefore described as taken from the City of Boston and running northwesterly on said Glen Road to land hereinafter described as taken from Ellen S. Eldredge, Elizabeth A. and [illegible] said land described as taken from Eldredge and Williams to said land described as taken from said City of Boston: thence running southwesterly by said last mentioned land to the point of beginning. Containing 96.200 sq. feet, more or less, and being the parcel numbered

12, on a Plan of "Proposed West Newbury Park" dated 1880, on file at the office of said commissioners.

A parcel of land belonging to Jacob Feltter bounded and described as follows. Beginning on the northeasterly line of Glen Road at land hereinbefore described as taken from Ellen S. Eldredge, Elizabeth A. and Emma S. Williams and running northwesterly on said Glen Road to Walnut Street; thence running northerly on said Walnut Street to land hereinafter described as taken from Samuel E. Sawyer; thence running northeasterly and southerly on said land described as taken from Samuel E. Sawyer and on land hereinbefore described as taken from the Institution for Savings in Newburyport and its Vicinity to said land described as taken from Eldredge and Williams; thence running southwesterly on said last mentioned land to the point of beginning. Containing 596 204 square feet, more or less, and being the parcel numbered 13, on a plan of "Proposed West Newbury Park", dated 1880, on file at the office of said Commissioners.

A parcel of land belonging to Jacob Feltter, bounded and described [illegible] Street at its intersection with the southwesterly line of Glen Road and running southeasterly on said Glen Road to land hereinbefore described as taken from Ellen S. Eldredge, Elizabeth A. and Emma S. Williams thence running southwesterly, southeasterly and northeasterly on said land described as taken from Eldredge and Williams to said Glen Road. Thence running southeasterly again on said Glen Road to land hereinbefore described as taken from the City of Boston; thence running southwesterly on said land described as taken from said City of Boston and on land of Ellen M. Sewall and others and on a private way known as Cook's Lane to land hereinafter described as taken from the City of Boston; thence running northwesterly and southwesterly on said land described as taken from said City of Boston to Williams Street; thence [illegible] land hereinafter described as taken from the City of Boston; thence turning northeasterly and northwesterly on said last mentioned land [illegible] easterly on said Walnut Street to the point of beginning. Containing 1,147,108 square feet more or less, and being the

parcel numbered 14 on a Plan of "Proposed West Roxbury Park" dated 1880. on file at the Office of said Commissioners.

A parcel of land belonging to Samuel E. Sawyer bounded and described as follows: Beginning on the northeasterly line of Walnut Street at land hereinbefore described as taken from Jacob Pottler and running northeasterly on said Walnut Street to land hereinafter described as taken from George D. Lord, Trustee, to land hereinbefore described as taken from the Institution for Savings in Newburyport and its Vicinity and on said land described as taken from Jacob Pottler to the point of beginning. Containing 4716.360 square feet more or less and being the parcel numbered 17 on a Plan of "Proposed West Roxbury Park" dated 1880. on file at the Office of said Commissioners.

A parcel of land belonging to George D. Lord, Trustee, bounded and described as follows: Beginning on the northeasterly line of Walnut Street at land hereinbefore described as taken from Samuel E. Sawyer and running northerly on said Walnut Street to land hereinbefore described as taken from the Institution for Savings in Newburyport and its Vicinity, thence running southeasterly on said land described as taken from said Institution for Savings to said land described as taken from Samuel E. Sawyer; thence running southwesterly on said last mentioned land to the point of beginning. Containing 12177.63 square feet more or less and being the parcel numbered 15 on a Plan of "Proposed West Roxbury Park" dated 1880. on file at the Office of said Commissioners.

A parcel of land belonging to the Est. of Helen bounded and described as follows: Beginning at the southeasterly line of Walnut Street at land hereinbefore described as taken from Jacob Pottler and running southeasterly and southerly [illegible] described as taken from Jacob Pottler to Williams Street; thence running northwesterly on said Williams Street to said Walnut St. thence running northeasterly on said Walnut Street to the point of beginning. Containing 9846 square feet, more or less, and being the parcel numbered 23 on a plan of "Proposed West Roxbury Park" dated 1880, on file at the Office of said Commissioners.

A parcel of land belonging to Samuel E. Sawyer, bounded and described as follows: Beginning on the Southwesterly

line of Walnut Street at its intersection with the southwesterly line of Williams Street and running southwesterly on said Walnut Street to land hereinafter described as taken from the City of Boston; thence running northwesterly on said land described as taken from said City of Boston to said Williams Street; thence running northeasterly on said Williams Street to the point of beginning. Containing 2000 square feet more or less, and being the parcel numbered 20 on a plan of "Proposed West Roxbury Park" dated 1880, on file at the office of said Commissioners.

A parcel of land belonging to the City of Boston bounded and described as follows: Beginning on the southwesterly line of Walnut Street at land hereinbefore described as taken from Samuel E. Sawyer and running southwesterly and northwesterly on said Walnut Street to Forest Hills Street; thence running northeasterly on said Forest Hills Street to Williams Street; thence running southeasterly and northeasterly on said Williams Street to said land described as taken from Samuel E. Sawyer; thence running southeasterly on said last mentioned land to the point of beginning; containing [illegible] square feet and being the parcel numbered 21 on a plan of "Proposed West Roxbury Park" dated 1880, on file at the office of said Commissioners.

A parcel of land belonging to the City of Boston bounded and described as follows: Beginning on the southeasterly line of Walnut Street at its intersection with the southwesterly line of Williams Street; thence running southwesterly on said Williams Street to land hereinafter described as taken from Frances L. Davis; thence running southwesterly and southeasterly on said land described as taken from Frances L. Davis and on land

[illegible] described as taken from Susan T. Young to land of Thomas W. Hunt and on land of John Potter and land [illegible] to Mort. St.; thence running northwesterly on said Morton Street to Scarborough Street, thence running northwesterly and northwesterly on said Scarborough Street to said Walnut Street; thence running northeasterly on said Walnut Street to land of Emily Sharp; thence running southeasterly, northeasterly, and northwesterly southwesterly and northwesterly again on said land of Emily Sharp to said Walnut Street; thence running northeasterly again on said Walnut Street to the point of beginning; containing 32 68796 square feet, more or less and being the parcels numbered 24. 26. 27. 38. and 40 on a plan of "Proposed West Roxbury Park" dated 1880. on file at the office of [illegible]

A parcel of land belonging to Frances L. Davis bounded [illegible] described as follows Beginning on the southwesterly of Williams Street at land hereinbefore described as taken from the City of Boston and running southeasterly on said Williams Street to land hereinafter described as taken from Susan T. Young thence running southwesterly and northwesterly on said land described as taken from Susan T. Young to said land described as taken from said City of Boston thence running northeasterly on said last mentioned land to the point of beginning. Containing 33555 square feet, more or less, and being the parcel numbered 28 on a plan of "Proposed West Roxbury Park" dated 1880. on file at the office of said Commissioners.

A parcel of land belonging to Susan T. Young, bounded [illegible] described as follows: Beginning on the southwesterly line of Williams Street at land hereinbefore described as taken [illegible] Davis and [illegible] said Williams Street to land hereinafter described as taken from the City of Boston: thence running southeasterly and southwesterly on said land described as taken from said City of Boston and on land of William E. Abbot to land of Thomas W. Hunt: [illegible] southerly on said land of Thomas W. Hunt and on land hereinbefore described as taken from the City of Boston to said land des-

cribed as taken from Frances R. David: thence running southeasterly and northeasterly on said last mentioned land to the point of beginning. Containing 157,359 8 square feet more or less and being the [illegible] "Proposed West Roxbury Park" dated 1880. on file at the Office of said Commissioners.

A parcel of land belonging to the City of Boston, bounded and described as follows: Beginning on the northeasterly line of Williams Street at land hereinbefore described as taken from Jacob Fottler and running northeasterly and southeasterly on said land described as taken from Jacob Fottler to a private way known as Cook's Lane to said Williams Street: thence running northwesterly on said Cook's Lane to said Williams Street: thence running northwesterly on said Williams Street to the point of beginning. Containing 96,109 square feet more or less and being the parcel numbered 30 on a plan of Proposed West Roxbury Park dated 1880. on file at the office of said Commissioners:

A parcel of land belonging to [illegible] known as being the private way known as Cook's Lane bounded and described as follows: Beginning on the northeasterly line of Williams Street at land hereinbefore described as taken from the City of Boston and running northeasterly on said land described as taken from said City of Boston and on land hereinbefore described as taken from Jacob Fottler to land of Ellen M. Sewall and others: thence running southeasterly on said land of Ellen M. Sewall and others to Blue Hill Avenue: thence [illegible] on said Blue Hill Avenue to land hereinafter described as taken from the City of Boston: thence running northwesterly and southwesterly on said land described as taken from said City of Boston to said Williams Street: thence running northeasterly on said Williams Street to the point of beginning. Containing 16,370 square feet more or less and being [illegible] on file at the office of the Park Commissioners.

A parcel of land belonging to the City of Boston bounded and described as follows: Beginning on the northeasterly line of Williams Street at its intersection with the southeasterly

line of a private way known as Cook's Lane and running northeasterly and southeasterly on said Cook's Lane to Blue Hill Avenue; thence running southwesterly on said Blue Hill Avenue to said Williams Street; thence running northwesterly on said Williams Street to the point of beginning; containing [illegible] sq. ft. [illegible] and being the parcel numbered [illegible] on a plan of "Proposed West Roxbury Park" dated 1880, on file at the office of said Commissioners."

A parcel of land belonging to the City of Boston, bounded and described as follows: Beginning on the southwesterly line of Williams Street at land hereinbefore described as taken from Susan T. Young and running southeasterly on said Williams Street to Blue Hill Avenue; thence running southwesterly on said Blue Hill Avenue to land of Wm. E. Abbot, thence running northwesterly on said land of Wm. E. Abbot to said land described as taken from Susan T. Young, thence running northeasterly on said mentioned land to the point of beginning, containing 155 375 square feet, more or less, and being the parcel numbered 33 on a plan of "Proposed West Roxbury Park" dated 1880 on file at the office of said Commissioners.

A parcel of land belonging to Mary E. Parker bounded and described as follows: Beginning in the southwesterly line of Seaver Street at land hereinbefore described as taken from Ellen S. Eldredge, S. Eldredge, Elizabeth A. Williams and Emma F. Williams and running southeasterly on said Seaver Street to land hereinafter described as taken from Jane L. Anderson; thence running southwesterly, southeasterly and northeasterly, on said land described as taken from Jane L. Anderson, and on land of Charles F. King to said Seaver Street; thence running southeasterly again on said Seaver Street to land of Nathaniel N. Weaver, Trustee to said land described as taken from Eldredge and Williams; thence running northwesterly and northeasterly on said last mentioned land to the point of beginning, containing 2 409 63 square feet, more or less and being the parcel numbered 2 with alterations in red on a plan of "Proposed West Roxbury Park" dated 1880, on file at the office of said Commissioners.

A parcel of land belonging to Jane L. Anderson bounded and described as follows: Beginning on the southwesterly line of Seaver Street,

at land hereinbefore described as taken from Mary E. Parker and running southeasterly on said Seaver Street to land of Charles P. King thence running southwesterly on said land of Charles P. King to said land described as taken from Mary E. Parker; thence running southeasterly and northeasterly on said last mentioned land to the point of beginning. Containing 7205 square feet more or less, and being the parcel numbered 13. with alterations in red on a plan of "Proposed Front Roxbury Park" dated 1880. on file at the office of said Commissioners.
Charles H. Dalton. Wm Gray Jr. Henry Lee. The Board of Park Commissioners of the City of Boston.

June 15. 1883. at two o'clock and six minutes. P.M. Received Entered and Examined Lib 1602. Fol 17.
Attest Wm F. Temple Reg.

Milton et al Trustees to City of Boston.

Know all Men by these Presents.

That, we Amelia T. Milton, and Richard S. Milton, both of Boston in the Commonwealth of Massachusetts William F. Milton of Tallafield in said Commonwealth and Frank H. Milton of Nassau County and State of New York as we are Trustees under the last will of William H. Milton, late of said Boston; deceased by virtue and in pursuance of the power and authority conferred upon us by said will and of every other power us hereto enabling, in consideration of Eight thousand seven hundred and fifty dollars paid by the City of Boston the receipt whereof is hereby acknowledged, do hereby remise, release, and forever quit claim to the said City of Boston and its assigns forever for the purpose of a park for a certain parcel of land, situate in that part of said Boston, which was formerly West Roxbury and bounded and described as follows viz: Beginning on the northeasterly line of Morton Street at its intersection with the northeasterly line of Ellicott Street, and running northeasterly on Morton Street to land of said City of Boston, formerly of Turner, thence running southeasterly on said land formerly of Church to Walnut Street: thence running southeasterly on said Walnut Street to Ellicott Street thence running southwestwardly on said Ellicott street to the point of beginning. Containing 171240 square feet more or less, and being the same premises

[illegible] William H. Milton by deed of Geo. [illegible] dated May 15. 1866. and recorded with Norfolk Deeds Lib. 342. fol. 228. The described premises are shown on a plan entitled "Proposed West Roxbury Park". dated 1880. and deposited in the office of the Board of Park Commissioners of said City of Boston and were taken by an order of said Board passed April 29. 1884. reference to which is hereby had and are to be used for the purposes of a public park of said City: and the above consideration has been received in full satisfaction and discharge of all claims and demands for damages, costs, expenses and compensation for, on account of or in any way growing out of said taking. To have and to hold the above released premises, with all the privileges and appurtenances to the same belonging, to the said City of Boston, its successors and assigns, to its and their use, and [illegible] and we, the said Trustees, for ourselves, and our heirs, executors and administrators do covenant with the said City of Boston and its assigns, that the premises are free from all incumbrances made or suffered by us, and [illegible], and our heirs, executors and administrators, shall warrant and defend the same to the said City of Boston and its assigns forever, against the lawful claims and demands of all persons, claiming by, through or under us, but against none other. In witness whereof we, the said Amelia T. Milton, Richard S. Milton, William H. Milton, and James H. Fay, Trustee as aforesaid, have hereunto set our hands and seals, this twelfth day of September, in the year of our Lord, one thousand [illegible] hundred and eighty four. Amelia T. Milton, R. S. Milton, W. H. Milton, James H. Fay Trustees and four seals, signed, sealed, and delivered in presence of S. J. Kohlsaat for:-

Commonwealth of Massachusetts, Berkshire, S.S. Pittsfield, Mass. [illegible] on [illegible] 1884. [illegible] appeared the above named [illegible] and acknowledged the foregoing instrument to [illegible] act and deed. Before me, R. B. Bardwell Notary Public and his notarial seal, City, County and State [illegible] September 17. 1884. Then personally appeared [illegible] named in the above instrument & [illegible] the same to be his free act and deed as trustee [illegible] Green Commissioner of [illegible] Commonwealth of Massachusetts,

County of Suffolk S.S. City of Boston September 30. 1884. Then personally appeared the above named Amelia Milton and R. S. Milton and severally acknowledged the foregoing instrument to be their free act and deed; before me Edward F. Jones Notary Public, and his notarial seal. Approved Moses T. Brown, City Conveyancer. October 10. 1884. at eleven o'clock and twenty eight minutes A. M. Received, Entered and Examined, Lib. 1654. Fol. 401

Attest. Thos. F. Temple Reg.

James Hyman and D. Ward to City of Boston

Know all Men by these Presents,

That, we James Hyman and David W. Foster, both of Boston in the County of Suffolk and Commonwealth of Massachusetts as we are Trustees, under the will of John H. Foster, late of said Boston, deceased, by authority of a certain licence to us granted by Probate Court in and for said County, dated Oct. 27. 1884. and by virtue of every other power us hereto enabling and in consideration of four thousand seven hundred and eighty nine and 96/100 dollars to us paid by the City of Boston, the [illegible] and forever quit claim to the said City of Boston and its assigns [illegible] for the purposes of a public park, a certain parcel of land situate in said Boston in that part thereof which was formerly called Roxbury and bounded as described as follows. Viz. Beginning at a point distant about one hundred and forty eight feet, [illegible] from [illegible] in the division line between the granted premises and land of said City formerly of James H. Gay et al and running thence northwesterwardly by said land of said City about two hundred and fifteen feet. thence turning at a right angle and running North Eastwardly by said land of said City about seventy nine feet to the thread of the channel of Muddy River: thence turning and running South Easterwardly and Eastwardly by the thread of said channel fifty eight feet: thence turning and running South Eastwardly by land now or formerly of Thomas W. Clifford about one hundred and eighty four to a point distant about one hundred and twenty seven and 70/10 feet from said Maple Avenue: thence turning and running South

northerly by a curved line of 573 $\frac{69}{100}$ feet radius on other land of grantors one hundred six and $\frac{37}{100}$ feet, to the point of beginning; containing 22914 square feet more or less, and shown on a plan made by Henry M. Wightman, City Engineer, dated August 20, 1884, to be recorded with Suffolk Deeds being a portion of the same premises conveyed to us by deed of John H. Foster, dated June 28, 1877, and recorded with Suffolk Deeds Lib. 1360 folio 200. To have and to hold the above released premises with all the buildings and appurtenances to the same belonging to the said City of Boston, its successors and assigns to its and their use and behoof forever, and we the said James Wyman and David H. Foster, Trustees for ourselves and our heirs, executors and administrators do covenant with the said City of Boston and its assigns that the premises are free from all incumbrances made or suffered by us; and that we will and our heirs, executors and administrators shall warrant and defend the same to the said City of Boston and its assigns forever against the lawful claims and demands of all persons, claiming by, through, or under us, but against none other. In witness whereof we the same James Wyman and David H. Foster, Trustees as aforesaid, have hereunto set our hands and seals this twenty eighth day of October in the year of our Lord one thousand eight hundred and eighty

James Wyman, David H. Foster, Trustees, and each a seal. Signed sealed, and delivered in presence of Wm. E. Nim.

Suffolk, S.S. Oct. 31. 1884.

Then personally appeared the above named James Wyman and David H. Foster Trustees and acknowledged the foregoing instrument to be their free act and deed. Before me, Wm. E. Williamson, Justice of the Peace. Received for Recording, City Conveyancer November 11, 1884, at ten o'clock & twenty five minutes A.M.

Recorded [illegible] Lib. 1658. Fol. 272.

Attest. Thos. E. Grant, Reg.

Patten
to
City of Boston.

Know all Men by these Presents,
That I, J. Bartlett Patten, of Boston, in the County of Suffolk and Commonwealth of Massachusetts, in consideration of fourteen hundred and eighteen and $\frac{88}{100}$ Dollars, to me paid by the City of Boston, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey to the City of Boston for the purposes of a public park, a certain lot of land situate in that part of said Boston which was formerly Roxbury and bounded and described as follows, viz: Beginning on the Easterly side of Longwood Street at the division line between lot numbered four as designated on a plan of lands made by Sewall and Noll, Surveyors, dated 1850, and recorded in the Norfolk Registry of Deeds, Lib 200, fol 112, and running South Easterly on said lot numbered two, one hundred and sixteen and $\frac{9}{10}$ feet to other land of said Patten: thence turning and running South Westerly eighty eight feet [illegible] said land of Patten to land now or formerly of Olivor B. Coe: thence turning and running North Westerly on said land now or formerly of Coe, and land now or formerly of Mary E. Palmer, one hundred and fifteen and $\frac{4}{10}$ feet to said Longwood Street, thence turning and running North Easterly on said Longwood Street, sixty six and $\frac{7}{10}$ feet to the point of beginning: Containing 8868 square feet more or less, and being the same premises conveyed to me by William H. Palmer, by deed dated August 1, 1871, and recorded with Suffolk Deeds Lib. 1062, fol. 201. To have and to hold the aforegranted premises to the said City of Boston, its successors and assigns in fee simple forever. And I do hereby for myself, my heirs, executors and administrators, covenant with the said City of Boston [illegible] the aforegranted premises: that they are free from all incumbrances: that I have good right to sell and convey the same to the said City of Boston, and its assigns forever as [illegible] administrators shall warrant and defend the same to the said City of Boston and its assigns forever against the lawful claims and demands of all persons. And for the consideration aforesaid, I, Lucy J. Patten wife of the said J. Bartlett Patten, do hereby release unto the said City of Boston, its successors and assigns all right of [illegible]

[illegible] deed from him on the granted premises. ——

In witness whereof we the said J. Bartlett Patten and Lucy [illegible] Patten, have hereunto set our hands and seals this seventeenth day of September in the year of our Lord one thousand eight hundred and eighty four. J. Bartlett Patten. Lucy P. Patten. and each a seal signed and sealed in presence of the word "South" being written over an erasure on the last page. Francis J. Porter. Commonwealth of Massachusetts. Suffolk ss. September 18. 1884. Then personally appeared the above the above named J. Bartlett Patten and acknowledged the foregoing instrument to be his free act and deed, before me [illegible] Notary Public. Received and recorded [illegible] Brookline City Conveyancer. September 18. 1884 at nine o'clk and fifty minutes A.M. Received, Entered and Examined. Lib. 1651 p. 363. Attest, Thos. F. Temple Reg.

Brookline Land Comp'y. to Chandler et al Trustees.

Know all Men by these Presents That we, Theophilus P. Chandler, and Thomas N. Hart [illegible] the [illegible] and [illegible] Trustees of the Brookline Land Company pursuant to and in execution of the power and authority in us vested by deed of John Fetherbee Junior dated March 1. 1860, and recorded with Norfolk Deeds Lib. 785. Fol. 4; and also by deeds recorded [illegible] Norfolk Deeds Lib. 518. Fols. 61. 211. and 212. and any & all other powers us hereto enabling in consideration of Five thousand five hundred and seventy six and 74/100 Dollars. paid by the City of Boston, the receipt whereof is hereby acknowledged, do hereby remise, release and forever quit claim to the said City of Boston and its assigns forever for the purposes of a Public Park, two certain parcels of land situate in said Boston and bounded and described respectively as follows. First. A parcel of land bounded Northerly and northwesterly by the boundary line between Boston and Brookline, there measuring one hundred and five [illegible]. Easterly by land of the heirs of Joseph Nickerson, [illegible]; twenty feet; southeasterly by the same, ninety one feet; containing 1413 [illegible] feet. more or less. ——

[illegible] A parcel of land [illegible] [illegible]
beginning at a point in the boundary line between Boston and Brookline at land of Louis May et al. and thence running southeasterwardly and southerwardly by an irregular line by land of said May et al four hundred and ninety seven feet; thence turning and running [illegible] Nelson Butler deceased, one hundred twenty nine and 86/100 feet; thence turning and running Southwesterwardly by said last named land five hundred twenty two and 74/100 feet to a stone monument at land of the [illegible] of said Brookline; thence turning and running Northwesterwardly and Southwesterwardly by said last named land in a series of straight lines one hundred thirteen and 65/100 feet, fifty eight and 84/100 feet, eighty five and 57/100 feet and two hundred twenty nine and 70/100 feet to land [illegible] in an instrument recorded with Norfolk Deeds Lib. 392 - Fol. 119 as taken from said Brookline Land Company by the Jamaica Pond Aqueduct Corporation under the provisions of Chap. 189 of the Acts of 1868; thence running Southwesterwardly by said last named land three hundred and thirty seven feet to land of said Aqueduct Corporation; thence turning and running [illegible] twenty five feet and thence [illegible] fifty eight and 75/100 feet to Pond Avenue; thence turning and running Northeasterwardly by said Pond Avenue [illegible] feet to the boundary line between Boston and Brookline; and thence running in a general Northeasterly direction by said boundary line [illegible] feet to the point of beginning; containing 184 485 square feet, more or less, and being shown on a Plan of a part of proposed [illegible] Improvement, dated [illegible], and detailed in the office of the Board of Park Commissioners of the City of Boston, to which said plan reference may be made for a more particular description of the granted premises. To have and to hold the above released premises, with all the privileges and appurtenances to the same belonging, to the said City of Boston, its successors and assigns to its and their use and behoof forever; and we the said Chandler and Hart, Trustees, for ourselves and our heirs, executors and administrators, do covenant with the said City of Boston and its assigns that [illegible]

[illegible] that we will [illegible] executors [illegible] administrators warrant and defend the [illegible] to the said City of [illegible] and to its assigns forever, against the lawful claims and demands of all persons claiming by through or under us. [illegible]

In witness whereof, we the said Theophilus P. Chandler [illegible], as we are Trustees of the Brookline Sand Company, have set our hands and seals this first day of [illegible] in the year of our Lord one thousand eight hundred and eighty four. Theo. P. Chandler, Thomas N. Frost. Trustees of the Brookline Land Company, and each a seal. Signed sealed and delivered in presence of Alfred D. Chandler to both signatures, affixed Chas. Frank Kay City Conveyancer.

Commonwealth of Massachusetts, Suffolk, ss. October 1. 1884. [illegible] personally appeared the above named Theophilus P. Chandler and Thomas N. Frost, and acknowledged the foregoing instrument to be their free act and deed as Trustees of the Brookline Sand Company. Before me Alfred D. Chandler, Justice of Peace. [illegible] October 3. 1884, at [illegible] minutes P.M. Received, Entered and Examined. Lib. 1653 Fol. 484.

Attest, Thos. F. Templeton Reg.

H. H. Sears to City of Boston.

[illegible] Know all Men by these Presents, [illegible] of the Town of Arlington in the County [illegible] and Commonwealth of Massachusetts, in consideration of [illegible] thousand five hundred and fifty [illegible] dollars to me paid by the City of Boston the receipt whereof is hereby acknowledged do [illegible] remise, release and quitclaim to the said City of Boston and its assigns forever all [illegible] right, title and interest in and to a certain [illegible] in said Boston, bounded and described as follows: [illegible] on the [illegible] side of said [illegible] at its intersection with a curved line [illegible] radius and on land of [illegible] and running [illegible] and 100 feet: thence

southerly by a curved line of fifteen feet radius, and thirty one
hundredths, all on other land of Knight & Dean, to Dorner Street;
thence running northwesterly by two lines on said Dorner Street
one three hundred and sixteen feet to the boundary line be-
tween [illegible] and [illegible] thence [illegible]
by said boundary line about one hundred seventy four to said
land of the City of Boston; thence running southeasterly on said
last mentioned land about three hundred ninety seven feet to
the point of beginning, containing sixty nine thousand and [illegible]
square feet more or less and shown on a plan made by Henry M.
Wightman, City Engineer Dated August 20. 1884, to be recorded
herewith reserving however the right to the grantors their heirs and
assigns to extend construct and maintain an extension of Dorner
Street in Boston and Manor Street in Brookline forty feet wide as
laid out on the plan hereinbefore referred to either constructing and
maintaining the same as a solid street or on piles or a portion
solid and a portion on piles at the election of the grantors, their
heirs and assigns; and reserving also to the grantors, their heirs
and assigns the right for that purpose to go upon any of the
land hereby conveyed; reserving also to them the right to slope or
bank the filling where required for grading upon such portion
of the land hereby conveyed as may be necessary and convenient
to construct and maintain a street with a road bed of forty feet in
width; and the said City does hereby for itself and its successors
and assigns covenant and agree with the grantors their heirs and
assigns that it will not and they shall not, make or have any
[illegible] damages in consequence of the omission of said grantors, their
heirs or assigns to build or maintain a retaining wall or bulk
head to support said filling and further it will not and they
shall not remove or permit to be removed by any person other
than the grantors their assigns or assigns any portion of the filling
placed or sloped upon the land hereby conveyed in grading the
same as aforesaid unless a retaining wall or bulkhead to support
said filling shall be built and maintained by the grantors their
heirs and assigns upon the line of said street. The deserted
premises are to be used for the purposes of a Public Park of the
City of Boston. — To Have and To Hold, the above released
premises to the City of Boston its successors and assigns to

its and their own use and behoof, forever for the purpose hereof of a public park.

In witness whereof the said Knyvet W. Sears, together with Mary Sears his wife who joins herein in token of her release of all rights of dower and homestead in the granted premises have hereunto set our hands and seals this third day of November in the year eighteen hundred and eighty four. K. W. Sears. M. C. Sears, and each a seal

Commonwealth of Massachusetts, Suffolk S.S. Nov. 3. A.D. 1884. Then personally appeared the above named Knyvet W. Sears and acknowledged the foregoing instrument by him subscribed to be his free act and deed, before me Chas. M. Cutting Justice of the Peace. November 25, 1884 - at two o'clock and forty minutes P.M. Received, Entered & Examined Lib. 1660 Fol. 120 Attest Fred'k Temple Reg

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John Potter - to - City of Boston

Know all Men by these Presents That I, John Potter of Boston, in the County of Suffolk and Commonwealth of Massachusetts, in consideration of Sixty thousand Dollars to me paid by the City of Boston, the receipt thereof is hereby acknowledged, do hereby remise, release and forever quit claim to the said City of Boston and its assigns forever for the purpose of a Public Park, a certain parcel of land situate in that part of said Boston which was formerly West Roxbury and bounded as follows, Viz: South-eastwardly by Canterbury Street, North eastwardly by land of said City, formerly of Thomas J. Hunt; North westwardly by land of said City, formerly of John Galvin and of Andrew J. Peters: South westwardly by land of said City formerly of the heirs of Joseph Morton deceased, containing 91,850 square feet more or less, being the parcel numbered 3b on a plan of Roland Park (Roxbury Park), dated 1880, and deposited in the office of the Board of Park Commissioners of said City of Boston and being the same premises conveyed to me by deeds of Arthur F. Austin and Robert Rose et al, recorded with Norfolk Deeds Lib. 339. Fol. 247. The above granted premises were taken by said City by an act of said Board on the twenty

ninth day of April 1884, and are to be used for the purposes of a public park of said City of Boston, and the above consideration has been received in full satisfaction and discharge of all claims and demands for damages, costs, expenses and compensation for, on account of, or in any way growing out of said taking. To have and to hold the above released premises with all the privileges and appurtenances to the same belonging to the said City of Boston its successors and assigns to its and their use and behoof forever, And I the said Grantor for myself and my heirs, executors and administrators do covenant with the said City of Boston and its assigns, that the premises are free from all incumbrances, made or suffered by me, except said taking and that I will, and my heirs executors and administrators shall Warrant and defend the same to the said City of Boston and its assigns forever against the lawful claims and demands of all persons, claiming by through or under me but against none other. In witness whereof we the said John Fottler and Mary Fottler, wife of said John, who joins herein in token of her release of all right and title of or to both dower and homestead in the granted premises, have hereunto set our hands and seals this sixth day of December in the year of our Lord one thousand eight hundred and eighty four. John Fottler. Mary Fottler and each a seal signed sealed and delivered in presence of Roscoe P. Owen. _____

Commonwealth of Massachusetts Suffolk. S.S. December 6. 1884. Then personally appeared the above named John Fottler and acknowledged the foregoing instrument to be his free act and deed. _____

Before me Roscoe P. Owen Justice of the Peace. _____

Approved Roscoe P. Owen, City Conveyancer. _____

December 9. 1884. At one o'clock and thirty two minutes P.M. Received, Entered and Examined Lib. 1661 Fol. 318 Attest [illegible]

Know all Men by these Presents

[illegible] Sewall, Hannah C. Prince, and Mary [illegible] said Hannah C., in her right, Joseph Ed[illegible] and Annie L. Redfearn wife of said Joseph [illegible] Linnie P. Sewall and Sella M. Sewall, single [illegible] Boston in the Commonwealth of Massachusetts and Joseph Hasbruck, and Ellen M. Hasbruck, formerly [illegible] Sewall, wife of said Joseph, in her right, both of Dobbs [illegible] in the State of New York, in consideration of Twenty Seven Thousand Five Hundred Dollars, paid by the City of Boston, the receipt whereof is hereby acknowledged, do hereby remise, release and forever quit claim to the said City of Boston and its assigns forever, for the purposes of a public park a certain parcel of [illegible] in that part of said Boston which was formerly [illegible] as [illegible] in [illegible] northeasterwardly by land of said City [illegible] formerly of Augustus Parker et al, North westwardly by [illegible] said City formerly of Jacob Potter; South westwardly [illegible] Davenport [illegible] together with all our right, title and interest, if any we have in and to said land; the described parcels contains 130680 square feet more or less [illegible] in [illegible] and numbered 31 in a [illegible] plan" dated 1880 and deposited [illegible] the office of the Board of Park Commissioners of said City [illegible] Boston to which plan reference may be had for a more particular [illegible] P. Sewall, by deed of Lucian D. Ashley, trustee [illegible] May 22, 1865, recorded with Norfolk deeds Lib. 332, Fol. 241 [illegible] Colony [illegible] 7, [illegible] and recorded with said deeds Lib. 389, Fol. 23 - and which descended to the said George P., Mary F., Annie L., Linnie P., Sella M. and one Charles H. Sewall, children and sole heirs at law of said Moses P. Sewall, late of West Roxbury, deceased, intestate. Said Charles H. Sewall died Nov. 27, 1880, intestate [illegible] at law, a daughter, Sella Maria Sewall [illegible] deceased, unmarried and intestate, leaving as [illegible] heir at law her mother said Helen M. Hasbruck, formerly [illegible] M. Sewall. The granted premises were taken by an [illegible] Park Commissioners passed [illegible]

and are to be used for the purposes of a public park of said City of Boston, and the above consideration has been received in full satisfaction and discharge of all claims and demands against said City for damages, costs, expenses and compensation for on account of or in any way growing out of said taking. To have and to hold the above released premises with all the privileges and appurtenances to the same belonging to the said City of Boston, its successors and assigns to its and their use and behoof forever, and we the said Grantors, for ourselves and our heirs executors and administrators do covenant with the said City of Boston and its assigns, that the premises are free from all incumbrances made or suffered by us except said taking and that we will, and our heirs, executors & administrators shall warrant and defend the same to the said City of Boston and its assigns forever, against the lawful claims and demands of all persons claiming by through or under us, but against none other. In witness whereof, we the said George P. Sewall, Thomas C. Wales, Mary F. Wales, Joseph Redfearn, Junior, Annie L. Redfearn, Linnie P. Sewall, Sella M. Sewall, Joseph Hasbrouck and Ellen M. Hasbrouck together with Sarah A. Sewall, wife of George P. who joins herein for the consideration aforesaid in token of her release of all right and title of as to both dower and homestead in the granted premises have hereunto set our hands and seals this twelfth day of December in the year of our Lord one thousand eight hundred and eighty four. George P. Sewall, T. C. Wales, Mary F. Wales, Joseph Redfearn Jr. Annie L. Redfearn, Linnie P. Sewall, Sella M. Sewall, Joseph Hasbrouck, Ellen M. Hasbrouck, [illegible] and seal. Signed, sealed and delivered in presence of [illegible] T. Owen to G.P.S.

Commonwealth of Massachusetts, Suffolk, ss. December 1, 1884. Then personally appeared the above named George P. Sewall and acknowledged the foregoing instrument to be his free act and deed, before me Roscoe P. Owen Justice of the Peace. Attest Roscoe P. Owen, Justice Conveyancer. December 13. 1884. at ten o'clock and seven minutes, A. M. Received, Entered and Examined, Lib. 1661. Fol. 573. Attest, Thos. F. Temple Reg.

Wm. E. Abbot
to
City of Bostn.

Know all Men by these Presents,
that I, William E. Abbot, of Boston, in the County of Suffolk
in the Commonwealth of Massachusetts, in consideration of
[illegible] five thousand nine hundred thirty and 89/100 Dollars
paid by the City of Boston, the receipt whereof is hereby acknowledged, do hereby remise, release and forever quit claim
to the said City of Boston and its assigns forever for the purposes of a public park a certain parcel of land situate in the first ward of said Boston which is formerly Ward Twenty and bounded and described as follows, viz: Beginning on Canterbury Street at land of said City formerly of Thomas F. Hunt and running Eastwardly on said street three hundred four and 6/10 feet: thence again Eastwardly on said Canterbury Street, eight hundred feet: thence Eastwardly and North Eastwardly by an irregular or curved line on said Canterbury Street and on Blue Hill Avenue one hundred and ninety five feet: thence North Eastwardly on said Blue Hill Avenue [illegible] hundred and [illegible] feet, thence North Eastwardly by land of said City formerly of the heirs of Thomas G. Wales, eight hundred seventeen and 97/100 feet: thence South Westwardly by land of said City formerly of Susan T. Young five hundred and seventy nine feet: thence South Eastwardly by the same two hundred twenty two and 5/10 feet: thence Westwardly by [illegible] six hundred and seventeen feet, thence again Westwardly by the same two [illegible] and three and 3/10 feet: thence South Eastwardly by [illegible] formerly of Hunt three hundred thirty three and 3/10 feet to the point of beginning. Containing 753326 square feet, more or less and being the same premises conveyed to me by deed of Adam Dodge, dated September 3 [illegible] with Suffolk Deeds Lib. 1234, Fol. 279 being also the parcel shown and numbered 34 on a plan [illegible] Canterbury Park, dated 1880, and deposited in the office of the Board of Park Commissioners of said City of Boston. The granted premises were taken by an act of said Board of Park Commissioners passed April 29, 1884. And the above named consideration has been received in full satisfaction and discharge of all my claims and demands for damages, costs, expenses and compensation for, on account of, or in any way growing out of said taking and the

laying out of said premises as part of a public park. To have and to hold the above released premises, with all the privileges and appurtenances to the same belonging to the said City of Boston, its successors and assigns to its and their use and behoof forever. And I, the said grantor for myself and my heirs executors administrators do covenant with the said City of Boston and its assigns that the premises are free from all encumbrances made or suffered by me except said taking and that I will and my heirs, executors and administrators shall warrant and defend the same to the said City of Boston and its assigns forever against the lawful claims and demands of all persons, claiming by, through or under me but against none other. In witness whereof we, the said William E. Abbot and Ann S. Abbot, wife of said William [illegible] the [illegible] said, in token of her release of all right and title of or to both dower and homestead in the granted premises have hereunto set our hands and seals this twenty sixth day of December, in the year of our Lord one thousand eight hundred and eighty four. Wm. E. Abbot, Ann S. Abbot, and each a seal, Signed, sealed and delivered in presence of Jere. W. Gove to both. _____ Commonwealth of Massachusetts, Suffolk S.S. Dec. 31. 1884. [illegible] named William E. Abbot and acknowledged the foregoing instrument to be his free act and deed, Before me Jere. W. Gove [illegible] City Conveyancer, _____ [illegible] o'clock and thirty five minutes A.M. _____

Recd Entered and Examined [illegible]

[illegible]

Lewis May and E. Weidmann to City of Boston

Know all Men by these Presents

That we, Lewis May and Ewald Weidmann both of the City and County and State of New York, in consideration of thirty four hundred and fifty nine dollars $\frac{65}{100}$ paid by the City of Boston, the receipt whereof is hereby acknowledged do hereby remise release and forever quit claim to the said City of Boston and its assigns forever, for the purposes of a public park a certain tract of land situate in said Boston, partly in that portion thereof which was formerly Roxbury, and partly in that portion thereof which was formerly West Roxbury and bounded and described as follows: Beginning at a point in the division line between the granted premises and land now or late [illegible] heirs of Joseph Nickerson, which point is distant one hundred feet from the Easterly line of Pond avenue; and thence running Southeastwardly on said division line five hundred fifty two and $\frac{47}{100}$ feet: thence Southwestwardly by a curved line of 747 $\frac{89}{100}$ feet radius two hundred thirty six and $\frac{93}{100}$ feet: by a straight line sixty feet, by a curved line of 790 $\frac{81}{100}$ feet radius deflecting to the left, [illegible] and [illegible] feet by a curved line of 331 $\frac{82}{100}$ feet radius deflecting to the left, one hundred sixty three and $\frac{11}{100}$ feet by a curved line of [illegible] $\frac{31}{100}$ feet radius deflecting to the left sixty five and $\frac{65}{100}$ feet, all on other land of Grantors: thence in a northerly direction [illegible] broken line six hundred twenty seven and [illegible] feet on land now or late of the heirs of Nelson Curtis, and land now or late of the Brookline Land Company: thence North[illegible] line of Muddy River fifty three feet to [illegible] Containing 123560 square feet more or [illegible] portion of the same premises to us conveyed by deed of James F. Mullen, dated July 24, 1879, recorded with Suffolk Deeds Lib. 1464 Fol. 9, and being shown on a plan made by Henry W. Wightman, City Engineer dated Oct. 23. 1887 to be recorded herewith reference to which may be had [illegible] granted premises, [illegible] and there records are upon the condition that [illegible] the granted premises, to wit: a strip not [illegible] five feet wide, adjoining the remaining [illegible] length bounding the [illegible] where said granted premises bound on the remaining land of Grantors to wit, for a distance of 595 $\frac{70}{100}$ feet, shall forever

be and remain a public way. To have and to hold the above released premises with all the privileges and appurtenances to the same belonging, to the said City of Boston its successors and assigns to its and their use and behoof forever, And we the said grantors for ourselves and our heirs executors and administrators do covenant with the said City of Boston and its assigns, that the premises are free from all incumbrances, made or suffered by us, or either of us, and that we will, and our heirs, executors and administrators shall warrant and defend the same to the said City of Boston, and its assigns forever, against the lawful claims and demands of all persons, claiming by, through or under us but against none other. In witness whereof, we the said Louis May and Ewald Fleitmann together with Emita W. May, wife of said Louis and Catherina J. Fleitmann wife of said Ewald, who join herein for the consideration aforesaid, in token of their release of all right and title of or to both dower and homestead in the granted premises, have hereunto set our hands and seals this twenty third day of December in the year of our Lord, one thousand eight hundred and eighty four. Louis May. Emita W. May, E. Fleitmann. Catherina J. Fleitmann, and each a seal, Signed sealed and delivered in presence of Charles Edgar Mills. Chas. L. Beaman. Clarence Neumann, State of New York, New York City, and County of New York S.S. N.Y. City December 23. 1884. Then personally appeared the above named Louis May, and Ewald Fleitmann, and acknowledged the foregoing instrument to be their free act and deed before me. _____

In witness whereof I have hereunto set my hand and affixed my official seal this 23rd day of December A.D. 1884. Charles Edgar Mills, Commissioner for Massachusetts in New York 115 and 117 Broadway New York City and his official seal. _____

Approved Roscoe P. Owen City Conveyancer
January 1, 1885, at two o'clock and eight minutes P.M.
Received Entered and Examined Feb 16 1885. Vol. 317.
Attest. Wm F. Bennett Reg.

H. M. Whitney to City of Boston

Know all Men by these Presents,

That I, Henry M. Whitney of Brookline in the County of Norfolk and Commonwealth of Massachusetts, in consideration of thirty thousand (30000) dollars to me paid by the City of Boston, the receipt whereof is hereby acknowledged, do hereby remise, release and forever quit claim, to the said City of Boston and its assigns forever a certain parcel of land situate on Huntington Avenue [illegible] that part of Boston in [illegible] and said Commonwealth called the Back [illegible] ninety one [illegible] on a curved line [illegible] Place sixty nine [illegible] on a curved [illegible] and southwest on [illegible] twenty five and 1/100 (25 1/100) [illegible] dred and eighty (580) [illegible] made by Fuller and [illegible] 1876, and entered [illegible] plans numbered 11, plan numbers [illegible] conveyed to me by the Boston [illegible] by deed dated February 1, 1883, and [illegible] Suffolk Deeds in Book 1586, Page 570: —— [illegible] is made upon the condition that the described premises shall be used only for the purposes of a public park or [illegible] and that no building shall ever be erected or placed on said premises or any part thereof. To have and to hold the above released premises with all the privileges and appurtenances to the same belonging, to the said City of Boston, its successors and assigns to its and their use and behoof forever. And I, the said Henry M. Whitney for myself and my heirs, executors and administrators, do covenant with the said City of Boston and its assigns, that the premises are free from all incumbrances made or suffered by me, and that I and my heirs, executors, and administrators shall warrant and defend the same to the said City of Boston and its assigns forever against the lawful claims and demands of all persons claiming by, through or under me but against none other; and for

the consideration aforesaid I, Margaret F. G. Whitney, wife of the said Henry M. Whitney, do hereby release unto the said City of Boston and its successors and assigns all right of or to both dower and homestead in the released premises. In witness whereof, we the said Henry M. Whitney, and Margaret F. G. Whitney, have hereunto set our hands and seals this third day of January in the year of our Lord, one thousand eight hundred and eighty five. Henry M. Whitney, Margaret F. G. Whitney, and each a seal, signed, sealed, and delivered in presence of three printed words stricken out, and the words "and that no building" written over an erasure and the words or street", interlined before signing. M. F. Dickinson Jr. to H. M. W. Commonwealth of Massachusetts, Suffolk, ss. Jan. 28. 1885. Then personally appeared the above named Henry M. Whitney and acknowledged the forgoing instrument to be his free act and deed, before me M. F. Dickinson Jr. Justice of the Peace. — Approved C. F. Owen, City Conveyancer; ——— February 25. 1885. at ten o'clock and twenty minutes. A. M. Received, Entered and Examined. Lib. 1668. Fol. 205

Attest Thos. O. Templer Regr.

Know all Men by these Presents, That I, Alexander Rutherford of Boston in the County of Suffolk and Commonwealth of Massachusetts, in consideration of Twenty five hundred dollars to me paid by the City of Boston, the receipt whereof is hereby acknowledged, do hereby remise, release and forever quit claim to the said City of Boston and its assigns forever, a certain parcel of land situated in said Boston and bounded as follows, viz: South eastwardly by Charles Street there measuring twenty and 20/100 feet; South westwardly by land of said City formerly of the heirs of Jacob C. Abbot thirty and 00/100 feet, northwestwardly by a common passageway in part known as Green Place, twenty two and 33/100 feet. North Eastwardly by land of said City formerly of the heirs of Daniel Green thirty feet. Containing six hundred and forty nine square feet more or less

Rutherford to City of Boston

being the same premises conveyed to me by deed of John Robinson dated December 19, 1871, and recorded with Suffolk Deeds Lib 1080, Fol. 33. The above granted premises are taken for the purposes of a public park by an order of the Board of Park Commissioners of said City of Boston passed June 1, 1883, reference to which is hereby had and the above consideration has been received in full satisfaction and discharge of all claims and demands and for damages, costs, expenses and compensation for on account of or in any way growing out of said taking. To have and to hold the above released premises with all the privileges and appurtenances to the same belonging to the said City of Boston its successors and assigns to its and their use and behoof forever and I, the said Rutherford for myself and my heirs, executors and administrators do covenant with the said City of Boston and its assigns that the premises are free from all incumbrances made or suffered by me, except said taking; and that I will, and my heirs, executors and administrators shall warrant and defend the same to the said City of Boston and its assigns forever, against the lawful claims and demands of all persons claiming by, through or under me but against none other. _____

In Witness Whereof I, the said Alexander Rutherford, being single, no wife, have hereunto set my hand and seal, this twenty first day of April in the year of our Lord one thousand eight hundred and eighty five.

Alexander Rutherford and a seal. _____

Signed sealed and delivered in presence of C. B. Richardson _____

Commonwealth of Massachusetts. Suffolk, S. S. April 21. 1885. Then personally appeared the above named Alexander Rutherford and acknowledged the foregoing instrument to be his free act and deed. _____

Before me James D. Richardson Justice of the Peace.

Approved. Horace P. Owen, City Conveyancer. _____

Received at two minutes and thirty minutes P. M. Received Entered and Examined. Att. [illegible]

Attest Wm. F. Temple Reg.

Hathaway
to
City of Boston

Know all Men by these Presents, —
That I, Asa P. Hathaway, of Lynn in the County of Essex and Commonwealth of Massachusetts, in consideration of forty two hundred and thirty six and $\frac{88}{100}$ dollars to me paid by the City of Boston, the receipt of which is hereby acknowledged, do hereby give, grant, bargain, sell and convey to the said City of Boston, for the purposes of a public park, a certain parcel of land situate in that part of said Boston which was formerly Roxbury and bounded as follows, viz: North by the thread of the channel of Muddy River, there measuring two hundred and fifteen feet, more or less: East by land now or formerly of the heirs of Stephen H. Dearborn and of Albert Brown, three hundred and ninety five feet, more or less: South by other land of grantor by a curved line of 305 $\frac{60}{100}$ feet radius, one hundred forty five and $\frac{78}{100}$ feet: West by land now or late of Jacob Edwards, three hundred and forty one feet, more or less: containing 63216 square feet, more or less, and being a portion of the same premises conveyed to me by deed of Clarence L. Hathaway, dated September 11, 1880, and recorded with Suffolk Deeds, Lib. 1502 fol. 318.

This conveyance is made upon the express agreement on the part of said City of Boston that it will assume any betterment that may be assessed upon other land of said grantor on account of the location, laying out and construction of said park, and for the consideration aforesaid said grantor hereby releases and discharges said City from all claims and demands which may accrue to him for damages on account of such location, laying out and construction.

The granted premises are shown on a plan made by Alexis H. French, dated September 1, 1882, a copy of which made by J. Edwin Jones, and dated May 5, 1885, is to be recorded herewith and may be referred to as a part of the description of the granted premises. To Have and to Hold the aforegranted premises to the said City of Boston its successors and assigns in fee simple forever. And I do hereby, for myself my

heirs, executors and administrators covenant with the said City of Boston and its assigns, that I am lawfully seized in fee of the aforegranted premises; that they are free from all incumbrances, except stipulations and agreements as to the care of Allahle Avenue contained in a deed from Jacob Edwards to John H. Sleeper recorded with Norfolk Deeds Lib. 355. fol. 58, that I have good right to sell and convey the same to the said City of Boston and its assigns forever as aforesaid; and that I will, and my heirs, executors and administrators shall warrant and defend the same to the said City of Boston and its assigns forever against the lawful claims and demands of all persons. And for the consideration aforesaid, I, Ann M. H. Hathaway, wife of the said Aza P. do hereby release unto the said City of Boston, its successors and assigns, all right of dower and homestead exemption in the granted premises.

In witness whereof, we, the said Aza P. Hathaway and Ann M. H. Hathaway have hereunto set our hands and seals this nineteenth day of May, in the year of our Lord one thousand eight hundred and eighty five. Signed, sealed, in presence of J. F. Hannam to both. Aza P. Hathaway, A. M. H. Hathaway

Commonwealth of Massachusetts. Essex S.S. Lynn May 18, 1885. Then personally appeared the above named Aza P. Hathaway, and acknowledged the foregoing instrument to be his free act and deed. Before me, Jacob H. Hannam Justice of the Peace. Attested Lorenzo F. Emery City Conveyancer. Boston May 20. 1885. 11 hour 25. minutes, A. M. Received and Entered with Suffolk Deeds. Lib. 1678. fol. 98.

Attest, Thos. H. Templer Register.

Commonwealth of Massachusetts.

Harbor and Land Comrs. Charles River.

No. 847

Whereas the Board of Commissioners of Parks of Boston in the County of Suffolk and Commonwealth aforesaid has been authorized by the General Court by Chapter 92 of the Acts of the year 1851 to construct a sea wall and do certain filling on Charles River, between Craigies and West Boston Bridges in and over the tide-waters of Charles River in the City of Boston in the County of Suffolk, and Commonwealth aforesaid: and, before beginning said work, has given written notice to the Board of Harbor and Land Commissioners of the work intended to be done and submitted, for the approval of said Board, Plans and Specifications, showing in detail the location and dimensions of said work and the mode in which the same is to be performed:

Now, said Board, having fully considered said application do hereby approve the Plan and Specifications of said work hereto annexed, and the mode of performing the same as shown thereby, subject to the provisions of the nineteenth Chapter of the Public Statutes, and of all which are or may be in force applicable thereto.

A duplicate of the aforesaid Plan and Specifications, numbered 847, remains on file in the office of said Board and said work is to be executed under their supervision. Nothing herein contained shall be so construed as to impair the legal rights of any person.

The amount of tide-water displaced by the work aforesaid shall be ascertained by said Board of Harbor and Land Commissioners, and compensation therefor shall be made by said Commissioners of Parks by dredging from Charles River basin in accordance with specifications to be provided by the Commonwealth thirty seven ½ (37½) cents for each cubic yard so displaced, being the amount hereby assessed by said Board, the same to be reserved as a compensation fund for the harbor of Boston. One hundred ($100.) dollars also to be paid into the Treasury of the Commonwealth under sect. 16 Chap. 19 of the Public Statutes. In Witness Whereof said Board of Harbor and Land Commissioners have hereto set their hands this twelfth day of December in the year eigh-

ten hundred and eighty [illegible]

[illegible] Harbor and Land Commissioners

In Council approved December 17. 1884.

[illegible] Secretary.

Chas. River Embankment.

Charles River Embankment.

Description and Specifications of the work to be done in building the Charles River Embankment.

The proposed work consists of building a sea wall from the southerly side of Canal Bridge to the northerly side of West Boston Bridge on the lines defined in Chapter [illegible] of the Acts of the Legislature for 1881, of building boat landings or piers at the two angles in the wall between the bridges, substantially as shown on an accompanying plan; of filling as hereinafter specified the areas enclosed by said wall; and of removing, to or below low-water mark, the existing wall and filling where they project beyond the lines of the new wall.

The wall is to be built of granite masonry, laid in mortar, and is to have, approximately, the section shown on the accompanying plan, modified, however, as occasion may require at boat landings.

The foundation is to be, generally, a wooden platform on piles, substantially as shown on the plan; but where the surface of ledge rock is too high to allow a pile foundation to be used a split stone or other suitable masonry foundation is to be substituted.

The wall is to be connected at the ends with the existing wall by means of wooden bulkheads on the lines as shown on the plan and in case any nuisance is caused by the accumulation of objectionable material in the angles formed by those bulkheads and the walls such nuisance is to be abated at the expense of the City of Boston and the said City engineer is empowered to remove such objectionable material if it should be required.

Compensation is to be made for little [illegible]

ment by dredging from the Charles River Basin at places acceptable to the State Board of Harbor and Land Commissioners it being agreed that the said Board will designate areas from which gravel or other material can be obtained.

Boston, March 10. 1885
at 2 o'clock P. M. } Recd & Entd.
with Suffolk Deeds. Lib. 1669. Fol. 465
Attest Thos. Lee Rec

Know all Men by these Presents,

S. W. Clifford et al to City, River Improvement.

That we Samuel W. Clifford, the elder of that name, Samuel W. Clifford, the younger of that name, Florinda A. Johnson, widow, all of Boston in the Commonwealth of Massachusetts, Eliza and F. Paine of Orange in the State of New Jersey and Grace L. Paine, wife of Edward F., in her right, and Chandler R. Clifford, of the City, County and State of New York,

for Consideration of twenty six hundred and ninety dollars to us paid by the City of Boston the receipt whereof is hereby acknowledged, do hereby remise, release and forever Quitclaim to the said City of Boston, and its assigns forever, for the purposes of a public park, a certain parcel of land situate in the rear of Maple Avenue, in that part of said Boston which was formerly Roxbury and bounded and described as follows, viz:

Beginning on the north-easterly line of said parcel at its intersection with a curved line of 1887 $\frac{96}{100}$ feet radius and on land now or formerly of Jacob Edwards, and running south westwardly by said curved line fifteen feet and by a curved line of 573 $\frac{65}{100}$ feet radius, ninety feet on other land of grantors to land of said City, formerly of James Tigman and David W. Fritz, Trustees thence running north westwardly on said last mentioned land about one hundred and eighty four feet to the boundary line between Boston and Brookline thence running north-eastwardly by said boundary line about

one hundred and ten feet to said land now or formerly of Edwards, thence running south-eastwardly on said last mentioned land about one hundred and sixty five feet to the point of beginning: Containing 17,625 square feet, more or less, and being shown on a plan of "Stony Muddy River Improvement" dated September 1, 1887, on file at the office of the Board of Park Commissioners of said City of Boston, and also on the sketch to be recorded herewith. The granted premises were devised to us in and by the last will of Mary A. Clifford, deceased, which said will was duly proved and allowed in the Probate Court for the County of Suffolk in said Commonwealth. _____

To hold and to hold the above granted premises with all the privileges and appurtenances to the same belonging, to the said City of Boston, its successors and assigns, to its and their use and behoof forever. And we the said grantors for ourselves and our heirs, executors and administrators, do covenant with the said City of Boston and its assigns, that the premises are free from all encumbrances made or suffered by us, or either of us, and that we will, and our heirs, executors and administrators shall, warrant and defend the same to the said City of Boston, and its assigns forever against the lawful claims and demands of all persons claiming by, through or under us but against none other. _____ In Witness Whereof, we the said Samuel W. Clifford, the elder, Samuel W. Clifford, the younger, Florinda A. Johnson, Edward H. Bailey and Irene G. Bailey and Chandler R. Clifford the said Samuel W. the elder, and Chandler R. being unmarried, and the wife of said Samuel W. the younger, not joining herein, have hereunto set our hands and seals this twenty fifth day of August, in the year of our Lord one thousand eight hundred and eighty five.

Signed sealed and delivered in presence of Geo. H. Johnson.

Sam. W. Clifford.
Samuel W. Clifford, Jr.
Florinda A. Johnson.
Edward H. Bailey.
Irene G. Bailey.
Chandler R. Clifford.

Commonwealth of Massachusetts

Suffolk, ss. Sept. 3 1888

Then personally appeared the above named Samuel H. Clifford Junior and acknowledged the foregoing instrument to be his free act and deed. Before me

Roscoe G. Owen, Justice of the Peace.

Approved.
Roscoe G. Owen.
City Conveyancer.

Boston Sept. 3. 1888 at 10 o'clock & 50 minutes P.M. with Suffolk Deeds Lib. 1491. fol. 211 Attest Chas. T. Gamble Reg.

Rec'd. & Entd.

Know all Men by these Presents.

That I, George De Forest Lord of the City County and State of New York as I am trustee under a certain indenture dated July 31. 1882, and recorded with Suffolk Deeds Lib. 1569. fol. 387.

Geo. De F. Lord. Trustee, to City of Boston W. Roxb. Park.

In consideration of ninety seven thousand five hundred dollars paid by the City of Boston, the receipt whereof is hereby acknowledged, do hereby remise release and forever quit claim to the said City of Boston, and its assigns forever, for the purposes of a public park a certain parcel of land situate in that part of said Boston in the Commonwealth of Massachusetts which was formerly West Roxbury and bounded as follows, viz: beginning on the north easterly side of Walnut street at land of said [illegible] formerly of Samuel E. Sawyer and running northerly on said Walnut street to land of said City, formerly of the Institution for Deaf Mutes, Dorchester and its vicinity; thence running south-easterly on said land formerly of said Institution to said land formerly of Samuel E. Sawyer; thence running south-westerly on said last mentioned land to the point of beginning; containing one million, two hundred and seventeen thousand seven hundred and sixty three square feet more or less, and being the same premises conveyed to

me by deed of James O. Murray, dated July 31. 1882, and recorded with Suffolk Deeds Lib. 1569 fol. 386, to which deed reference may be had for a more particular description of the granted premises: being also the parcel numbered [illegible] on a plan of "Proposed Tract to be taken" dated 1880 on file at the office of the Board of Park Commissioners of said City of Boston. The described premises were taken by an act of said Board on the twenty-fifth day of May, 1883 and the above named consideration has been received in full satisfaction and discharge of all my claims and demands for damages, costs, expenses and compensation for or account of, or in any way growing out of said taking. To Have and To Hold the above-released premises, with all the privileges and appurtenances to the same belonging, to the said City of Boston, its successors and assigns, to its and their use and behoof forever.

In Witness Whereof I the said George D. Forest Lord Trustee as aforesaid, have hereunto set my hand and seal this twenty eighth day of October in the year of our Lord one thousand eight hundred and eighty five.

Signed, sealed, and delivered in presence of Chas. Edgar Mills. } George De Forest Lord. as Trustee &c.

State of New York

New York City and County ss. New York City Oct. 28. 1885

Then personally appeared the above named George De Forest Lord as Trustee etc. and acknowledged the foregoing instrument to be his free act and deed, as such Trustee thereunto duly authorized before me.

In witness whereof I have hereunto set my hand and affixed my Official Seal this 28th. day of October A. D. 1885.

Charles Edgar Mills, Commissioner for Massachusetts in New York. 115 & 117 Broadway, N. Y. City.

Boston Oct 29. 1885 at 30 o'clock & 20 min P. M. } Received & Entered with Suffolk deeds Lib. 1699 fol. 190.

[illegible] Mills Reg.

Know all Men by these Presents — Wm. G. Pinney and Edw. E. Brown

That we, William G. Pinney, of Burlington in the State of New Jersey, Edward E. Brown, of Boston, in the Commonwealth of Massachusetts, as I am trustee under the will of John F. Brinton late of Philadelphia in the State of Pennsylvania, deceased Pearce Brinton and Nathan Pinney Brinton both of said Philadelphia, children of John F. Brinton and devisees under said will,

In Consideration of two hundred and eighty four and 67/100 dollars paid by the City of Boston, the receipt whereof is hereby acknowledged, do hereby remise, release and forever Quitclaim to the said City of Boston, and its assigns forever, for the purposes of a public park, two undivided thirds of two certain parcels of land situate in that part of said Boston which was formerly Roxbury, and respectively bounded and described as follows. Viz: 1. a parcel of land on the northerly side of Longwood avenue, bounded southwesterly and southwesterly by said Longwood avenue, there measuring one hundred sixty-four and 5/10 feet; westerly by the boundary line between Boston and Brookline one hundred one and 5/10 feet; northeasterly by land of the Overseers of the Poor of the City of Boston one hundred and seventy eight feet; containing 16051 square feet, more or less. 2. a parcel of land on the southerly side of Longwood avenue bounded northwesterly [illegible] one eighty three feet, more or less, southeasterly by a private way, known as Longwood street, by two lines sixty three feet and one hundred and seventy feet respectively; westerly by the boundary line between Boston and Brookline two hundred and ten feet; containing 8299 square feet, more or less, Said parcels consist of upland, marsh and flats, and are shown on a plan to be recorded herewith, made by William Jackson, City Engineer, dated Nov. 20. 1885, to which reference may be had for a more particular description of the granted premises. For our title see deed recorded with Norfolk Deeds Lib. 317. fol 110 and the wills of Anna B. Brinton and John F. Brinton filed

and recorded in the Probate Court for the County of Suffolk in said Commonwealth.

To Have and to Hold the above released premises, with all the privileges and appurtenances to the same belonging to the said City of Boston, its successors and assigns to its and their use and behoof forever.

In Witness Whereof, we the said William G. Binney, Edward S. Browne, trustee as aforesaid, Fenna Brinton and Nathan Binney Brinton, together with Marie L. Binney wife of said William G. who joins herein for the consideration aforesaid, in token of her release of all right and title of or to both dower and homestead in the granted premises, said Fenna and Nathan Binney being unmarried have hereunto set our hands and seals this seventh day of December in the year of our Lord one thousand eight hundred and eighty five

Signed, sealed and delivered in presence of
Witness to the signatures of W. G. and Marie L. Binney,
Edw S. Lansing.
Witness as to Fenna Brinton
William F. Trimble.
Witness to signature of Nathan Binney Brinton.
G. H. Smith

W. G. Binney
Marie L. Binney
Edward S. Browne
Trustee.
Fenna Brinton
Nathan Binney Brinton.

Commonwealth of Massachusetts.
Suffolk ss. December 28th 1885.

Then personally appeared the above named Edward S. Browne, trustee, and acknowledged the foregoing instrument to be his free act and deed. Before me,

Charles Thorndike
Justice of the Peace

Boston December 29. 1885
at 30 clock & 6 minutes P. M.
with Suffolk Deeds
Libro 1706. folio 505

Recd.
Entd.

Attest Thos. J. Temple Reg

Examined. Roscoe P. Otten
Clk. Conveyancer.

East Boston Company to City of Boston.

Know all men by these presents, that whereas the City of Boston, is about to lay out and construct a street or park-way from Bennington street, in that part of said Boston known as East Boston, to the south-easterly side of the location of the Boston, Revere Beach and Lynn Railroad, upon, over, and along a strip or parcel of land one hundred feet wide, conveyed to said City by the East Boston Company by deed dated Dec. 7th. 1882, recorded with Suffolk Deeds, Lib. 1584 fol. 167, and shown on a plan made by Henry M. Wightman, City Engineer, dated Oct. 1882, and recorded with said Deeds at the end of Lib. 1584, reference to which plan may be had for a more particular description of said strip or parcel: and whereas said City, for the purpose of constructing said street or park-way, proposes to raise the grade of said strip or parcel of land to the grade shown by red lines on a plan entitled "Wood Island Park, Profile of Parkway", made by William Jackson, City Engineer, dated Nov. 2, 1885, and filed in the office of the Board of Park Commissioners of said City of Boston:

Now therefore the said East Boston Company a corporation duly established under the laws of the Commonwealth of Massachusetts, in consideration of one dollar and other good and valuable considerations to it paid by said City of Boston, the receipt whereof is hereby acknowledged, does hereby give and grant to said City of Boston the right to place or bank the filling [illegible] required for raising said street or park-way to the grade thereof shown on said last mentioned plan, upon the remaining lands of said Company abutting upon said street or park way, and does also, for itself, its successors and assigns, covenant and agree with the said City of Boston that it will not and they shall not make or have any claim or demand against said City for damages in consequence of the omission by said City to build or maintain a retaining wall or bulkhead to support such filling, and further that it will not and they shall not remove or permit to be removed by any person other than the officers or agents of said City any portion of the filling placed or placed upon said remaining lands of said

ling upon said street or park-way in grading the same as aforesaid unless a retaining wall or bulkhead to support said filling shall be built upon the line of said Company's remaining lands abutting upon said street or park way; and the above consideration has been received in full satisfaction and discharged of all claims and demands for damages, costs, charges and compensation by reason of the laying out and constructing of said street or park way and the grading the to the grade aforesaid.

To have and to hold the aforegranted rights and privileges to the said City of Boston, and its successors and assigns forever. But nothing herein contained, nor the acceptance of this instrument, shall be construed to oblige said City to lay out, construct or maintain said strip or parcel of land as a public street or way.

In witness whereof the said East Boston Company has caused its corporate seal to be hereto affixed and these presents to be signed acknowledged and delivered in its name and behalf by its President, and to be countersigned by Silas Pierce, its Treasurer, both hereto duly authorized this Eighteenth day of December in the year one thousand eight hundred and eighty five.

East Boston Company
by Silas Pierce
President.

Signed and sealed
in presence of
W. M. Nassau

Countersigned by Isaac Pratt Jr. Treasurer

Commonwealth of Massachusetts

Suffolk SS. Dec. 19. 1885. Then personally appeared Silas Pierce, President of the East Boston Company and acknowledged the foregoing instrument to be the free act and deed of said Company.

Before me. J. H. Viaux Justice of the Peace.

The following is a true copy of a portion of article 18 of the By-laws of the East Boston Company, and is now in full force. "All deeds, conveyances and

mortgages which shall hereafter be made in fee simple or for any other or less estate, and all leases of any lands or real estate owned by said Company — and all contracts relating thereto, executed by the President, countersigned by the Treasurer, and authenticated by the seal of said Company are hereby declared to be the [illegible] sales and deeds of said Company, and shall be valid and effectual as such to all intents and purposes"

Attest, H. H. Vian, Clerk.

Chas. F. King to City of Boston.

Know all Men by these Presents,

That I, Charles F. King, of Boston in the County of Suffolk and Commonwealth of Massachusetts, for the Consideration of seven thousand two hundred and fifty dollars paid by the City of Boston, the receipt whereof is hereby acknowledged, do hereby remise, release and forever Quitclaim to the said City of Boston, and its assigns forever, for the purposes of a public park a certain parcel of land situate in that part of said Boston which was formerly West Roxbury, and bounded as follows. Viz: north-east by Seaver Street, there measuring seventy and $\frac{97}{100}$ feet: north-west by land of said City formerly of Jane L. Anderson, one hundred [illegible] and $\frac{87}{100}$ feet: south-west by land of said City, formerly of Mary E. Parker, seventy and $\frac{95}{100}$ feet: south-east by land of said City, formerly a proposed court or passage way forty feet wide, one hundred and twelve feet: containing 8397 square feet according to a plan made by Farbell & Lord, dated June 29. 1872 and recorded with Suffolk Deeds, and being the same premises conveyed to me by deed of Augustus [illegible] dated July 9. 1878, and recorded with Suffolk Deeds. Lib. 1426 fol. 259. Reserving, however, to myself, my heirs and assigns, the right to remove, on or before September

1st, 1886, the house now upon the granted premises, with its underpinning and cellar walls, the back walls and fences, fruit trees and shrubs: also the two shade trees in front of the house.

The described premises were taken by an act of the Board of Park Commissioners of said City of Boston, passed April 27th 1884, for the purpose of laying out a public park: and the above consideration has been received in full satisfaction and discharge of all claims and demands for damages, costs, expenses, and compensation for, on account of, or in any way growing out of said taking.

To Have and To Hold the above-released premises, with all the privileges and appurtenances to the same belonging, to the said City of Boston, its successors and assigns, to its and their use and behoof forever. And I, the said Charles F. King for myself and my heirs, executors and administrators, do covenant with the said City of Boston, and its assigns, that the premises are free from all incumbrances made or suffered by me, except said taking, and that I will, and my heirs, executors and administrators shall, warrant and defend the same to the said City of Boston, and its assigns forever, against the lawful claims and demands of all persons, claiming by, through or under me but against none other.

In Witness Whereof, I the said Charles F. King and Elizabeth B. King, my wife, who joins herein for the consideration aforesaid in token of her release of all rights and title of or to both dower and homestead in the granted premises, have hereunto set our hands and seals this sixth day of January, in the year of our Lord one thousand eight hundred and eighty six.

Signed, sealed and delivered in presence of
Henry H. Welch
Henry S. Hersey.

Charles F. King
Elizabeth B. King.

Commonwealth of Massachusetts,
Suffolk ss. January 6th 1886.

Then personally appeared the above named Charles F. King.

and acknowledged the foregoing instrument to be his free act and deed. Before me, Henry W. Fitch Justice of the Peace.

Boston Jany. 12 1886 at 2 o'clock P. M. Recd & Entd. with Suffolk Deeds Lib 1708 fol 177 Attest Thos. H. Hinckley Reg.

Approved Roscoe A. Oren City Conveyancer.

Andrew Anderson & Wife. Jane L. Anderson. to City of Boston.

Know all Men by these Presents, That we Andrew Anderson, of Boston in the County of Suffolk and Commonwealth of Massachusetts and Jane L. Anderson wife of said Andrew, in her right, ——— In Consideration of eighteen hundred and one and $\frac{25}{100}$ dollars paid by the City of Boston, the receipt whereof is hereby acknowledged, do hereby remise, release and forever Quitclaim to the said City of Boston, and its assigns forever, for the purposes of a public park, a certain parcel of land situate in that part of said Boston which was formerly West Roxbury, and bounded as follows. viz: north-east by Seaver street, there measuring sixty and $\frac{88}{100}$ feet: South-east by land of said City, formerly of Charles F. King, one hundred nineteen and $\frac{87}{100}$ feet: south-west by land of said City, formerly of Mary E. Parker, sixty and $\frac{81}{100}$ feet: north-west by the same one hundred twenty and $\frac{30}{100}$ feet. containing 7205 square feet more or less, as shown on a plan made by Garbett and Wood, Surveyors, dated June 29, 1878, and recorded with Suffolk Deeds. Lib 1426. fol. 260. being lot marked B. on said plan, and being the same premises conveyed to said Jane L. by deed of Augustus Parker et ux, dated July 9. 1878. and recorded with Suffolk Deeds. Lib. 1435 fol. 248.

The described premises were taken by an act of the Board of Park Commissioners of said City of

Boston, passed, May 25. 1883, and the above named consideration has been received in full satisfaction and discharge of all claims and demands for damages costs, expenses and compensation for, on account of, or in any way growing out of said taking, and the laying out of said premises, as part of a public park of said City.

To Have And To Hold the above-released premises, with all the privileges and appurtenances to the same belonging, to the said City of Boston, its successors and assigns, to its and their use and behoof forever. And I, the said Jane L. Anderson, for myself and my heirs executors and administrators, do covenant with the said City of Boston and its assigns that the premises shall warrant and defend the same to the said City of Boston, and its assigns forever, against the lawful claims and demands of all persons, claiming by, through or under me, but against none other. and that I will, and my heirs, executors and administrators, free from all incumbrances, made or suffered by me except said taking.

In Witness Whereof, we the said Andrew Anderson and Jane L. Anderson, have hereunto set our hands and seals this twenty seventh day of January, in the year of our Lord one thousand eight hundred and eighty six.

Signed, sealed and delivered in presence of } Andrew P. Anderson
Moses Williams. Mrs. Jane L. Anderson.

Commonwealth of Massachusetts.
Suffolk, ss. January 27. 1886.

Then personally appeared the above-named Jane L. Anderson and acknowledged the foregoing instrument to be her free act and deed.

Boston January 29. 1886 } Rec. & Entd.
at 11 o'clock, & 37 minutes A.M. } Before me,
with Suffolk Deeds Lib 1710 fol. 25 Moses Williams
Justice of the Peace.

Attest
Thos. F. Temple Reg.

Approved Roscoe P. Owen, City conveyancer.

Geo. Curtis et al trustees to City of Boston.

Know all Men by these Presents,
That we George Curtis and Solomon A. Bolster, as we are trustees under the will of Nelson Curtis, late of Boston in the County of Suffolk and Commonwealth of Massachusetts, deceased, acting under and by virtue of the power and authority given to us in and by said will, ——
In Consideration of fifteen hundred dollars to us paid by the City of Boston, the receipt whereof is hereby acknowledged, do hereby remise, release and forever Quitclaim to the said City of Boston, and its assigns forever, for the purposes of a public park, a certain parcel of land situate in that part of said Boston which was formerly Roxbury and bounded and described as follows, viz: beginning at a point in the north-westerly line of Downer street at land now or late of Patrick Murray, and from said point running north-westwardly at right angles to said Downer street and bounded south-westwardly by said land now or late of Murray seventy-five feet: then turning at right angles and running north-eastwardly parallel to said Downer street eighty feet: thence turning at right angles and running south-eastwardly parallel to the course first described seventy-five feet to said Downer street: thence turning at right angles and running south-westwardly along said Downer street eighty feet to the point of beginning: containing six thousand square feet, more or less, and being the same premises conveyed to the said Nelson Curtis by Solomon A. Bolster by deed dated April 15, 1878 and recorded with Suffolk Deeds Lib. 1416 fol 34, and shown on a "plan of a part of proposed Muddy River Improvement" made by Alexis H. French, Civil Engineer, and dated September 1, 1882, on file at the office of the Board of Park Commissioners of said City of Boston. ——
To Have And To Hold the above-released premises, with all the privileges and appurtenances to the

same belonging, to the said City of Boston, its successors and assigns, to its and their use and behoof forever. And we, the said trustees, for ourselves and our heirs, executors and administrators, do covenant with the said City of Boston, and its assigns, that the premises are free from all incumbrances made or suffered by us and that we will, and our heirs, executors and administrators shall, warrant and defend the same to the said City of Boston, and its assigns forever, against the lawful claims and demands of all persons, claiming by, through or under us but against none other.

In Witness Whereof, we the said George Curtis and Solomon A. Bolster, trustees as aforesaid, have hereunto set our hands and seals this twenty-third day of September, in the year of our Lord one thousand eight hundred and eighty-six.

Geo Curtis } Trustees under the
S. A. Bolster } will of Nelson Curtis

Signed, sealed in presence of E. K. Dexter & bth. (seal)

Commonwealth of Massachusetts,
Suffolk, ss. September 23d 1886. Then personally appeared the above-named George Curtis and Solomon A Bolster and acknowledged the foregoing instrument to be their free act and deed.

Before me, Everett K. Dexter Justice of the Peace.

Boston Sept. 24. 1886. at 2 o'clk; & 38 min. P. M.
Recd. & Entd, with Suffolk Deeds. Lib. 1741 fol. 447.
Attest Thos. F. Temple. Reg.

Approved Roscoe P. Owen, City Conveyancer.

Geo. Wm. Bond
to
City of Boston.
Warranty Deed.

Know all Men by these Presents,
That I, George William Bond, of Boston in the County of Suffolk and commonwealth of Massachusetts, In consideration of two hundred and twenty two dollars to me paid by the City of Boston, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey to the said City of Boston, for the purposes of a public park, a certain parcel of land situate in that part of said Boston which was formerly West Roxbury, and bounded as follows, viz: north by land of George William Bond, trustee, there measuring forty-nine and $\frac{20}{100}$ feet: east by land of William S. Bond thirty-two and $\frac{66}{100}$ feet; south-west by land of said City fifty-four and $\frac{8}{100}$ feet; being a triangular parcel in the rear of Ligourney street, containing 790 square feet, more or less, shown on a plan made by William Jackson, City Engineer, dated January 7, 1887, to be recorded herewith, and being the same premises conveyed to me by deed of William S. Bond, dated Nov. 28. 1883, and recorded with Suffolk deeds, Lib. 1620 fol. 513.

To Have And To Hold the aforegranted premises to the said City of Boston, its successors and assigns, in fee simple forever. And I do hereby, for myself, my heirs, executors and administrators, covenant with the said City of Boston and its assigns, that I am lawfully seized in fee of the aforegranted premises; that they are free from all incumbrances that I have good right to sell and convey the same to the said City of Boston and its assigns forever as aforesaid; and that I will, and my heirs, executors and administrators shall warrant and defend the same to the said City of Boston and its assigns forever against the lawful claims and demands of all persons.

And for the consideration aforesaid, I, Louisa C. Bond, wife of the said George William,

do hereby release unto the said City of Boston, its successors and assigns, all right of dower and homestead exemption in the granted premises.

In Witness Whereof, we the said George William Bond and Louisa C. Bond have hereunto set our hands and seals this fourteenth day of January, in the year of our Lord one thousand eight hundred and eighty seven.

Geo. Wm. Bond. seal

Louisa C. Bond. seal.

Signed and sealed in presence of John T. Wheelwright. Lizzie Mc. Leod.

— Commonwealth of Massachusetts. —

Suffolk, SS, January 14th 1887

Then personally appeared the above-named George William Bond and acknowledged the foregoing instrument to be his free act and deed.

Before me, John T. Wheelwright Justice of the Peace.

Approved, Roscoe P. Owen, City Conveyancer.

Boston, January 14th 1887. at 12 h. 20 m. P. M.

Received and entered with Suffolk Deeds lib. 1756 fol. 348.

Attest, Thos F. Temple, Register.

Geo. Wm Bond Trustee to City of Boston.

— Know all Men by these Presents, — That I, George William Bond, of Boston in the County of Suffolk and Commonwealth of Massachusetts, as I am trustee under the marriage settlement of myself and my wife, Louisa C. Bond, acting under and by virtue of the power vested in me by a decree of the Supreme Judicial Court, dated November 2. 1883 on file in the Clerk's office of said Court for the County of Suffolk, and of every other power and authority me hereto enabling, and I the said Louisa C. Bond, joining herein in token of my approval and consent, In Consideration of one thousand and twenty-eight dollars paid by the City of Boston, the receipt whereof is hereby acknowledged, do hereby remise, release and forever Quitclaim

to the said City of Boston, and its assigns forever, for the purposes of a public park a certain parcel of land situate in that part of said Boston which was formerly West Roxbury, and bounded as follows, viz: north by Sigourney street, there measuring forty-eight and $\frac{42}{100}$ feet: east by land of William S. Bond seventy-one and $\frac{5}{100}$ feet: south east by land of George William Bond forty-nine and $\frac{20}{100}$ feet: west by other land of said trustee eighty and $\frac{10}{100}$ feet; containing 3671 square feet, more or less, and shown on a plan made by William Jackson, City Engineer, dated January 7. 1887, to be recorded herewith, and being a portion of the premises conveyed to me by William Minot, trustee, by deed dated April 1. 1871 and recorded with Norfolk Deeds, lib. 1106 fol. 106. To Have And To Hold the above-released premises, with all the privileges and appurtenances to the same belonging, to the said City of Boston, its successors and assigns, to its and their use and behoof forever. And I, the said George William Bond, trustee, for myself and my heirs, executors and administrators, do covenant with the said City of Boston, and its assigns, that the premises are free from all incumbrances made or suffered by me and that I will, and my heirs, executors and administrators shall, warrant and defend the same to the said City of Boston, and its assigns forever, against the lawful claims and demands of all persons, claiming by, through or under me but against none other.

In Witness Whereof, we the said George William Bond and Louisa C. Bond have hereunto set our hands and seals this fourteenth day of January, in the year of our Lord one thousand eight hundred and eighty-seven.

Signed, sealed & delivered in presence of Lizzie Mc. Leod } Geo. Wm Bond Trustee seal. Louisa C. Bond. seal.

Commonwealth of Massachusetts.

Suffolk, ss. January 14th. 1887.

Then personally appeared the above-named George William Bond, trustee, and acknowledged the foregoing instrument to be his free act and deed. Before me, John T. Wheelwright Justice of the Peace. Boston, January 14th 1887. at 12 o'Clock & 20 mins. P.M. Received and Entered with Suffolk Deeds. Lib. 1756. Fol. 349.
— Attest Wm. J. Temple Register. —
Approved Roscoe T. Owen
City Conveyancer.

Wm. S. Bond. to City of Boston.

Know all Men by these Presents.

That I, William S. Bond, of Boston in the county of Suffolk and Commonwealth of Massachusetts In consideration of twenty one thousand seven hundred and fifty dollars to me paid by the City of Boston, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey to the said City of Boston, for the purposes of a public park, a certain parcel of land situate in that part of said Boston which was formerly West Roxbury, and bounded as follows, viz: east by Walnut street, there measuring two hundred eighty-eight and $\frac{27}{100}$ feet; south-west by land of said City four hundred and one and $\frac{49}{100}$ feet; west by land of George William Bond and of George William Bond, trustee, one hundred and four and $\frac{12}{100}$ feet; north by Bigourney street three hundred ninety three and $\frac{16}{100}$ feet; containing 77727 square feet, more or less, and shown on a plan made by William Jackson, City Engineer, dated January 7, 1887, and to be recorded herewith. ——

To Have And To Hold the aforegranted premises to the said City of Boston, its successors and assigns, in fee simple forever. And I do hereby, for myself, my heirs, executors and administrators, covenant with the said City of Boston and its assigns, that I am lawfully seized in fee of the aforegranted premises; that they are free from all incumbrances that I have good right to sell and convey the same to the said City

of Boston and its assigns forever as aforesaid; and that I will, and my heirs, executors and administrators shall warrant and defend the same to the said City of Boston and its assigns forever against the lawful claims and demands of all persons.

In Witness Whereof, I the said William S. Bond, being unmarried, have hereunto set my hand and seal this fourteenth day of January, in the year of our Lord one thousand eight hundred and eighty-seven.

Signed and sealed in presence of } Wm. S. Bond, (seal.)

Commonwealth of Massachusetts.

Suffolk, ss. January 14th 1887

Then personally appeared the above-named William S. Bond and acknowledged the foregoing instrument to be his free act and deed,

Before me, John T. Wheelwright, Justice of the Peace.

Approved, Roscoe P. Owen
City Conveyancer.

Boston, January 14th. 1887, at 12 h. 20 M. P. M.
Received and entered with Suffolk Deeds lib. 1756 fol. 350.

Attest, Wm. F. Temple, Register.

Know all Men by these Presents.

That I, Nicholas Fitzgerald, of Brookline in the Commonwealth of Massachusetts, as I am executor of the last will of Mary J. Conroy, late of Boston in the County of Suffolk in said Commonwealth, deceased, acting under and by virtue of a license granted to me on the eighteenth day of July current by the Probate Court for said County of Suffolk to sell the real estate of said deceased hereinafter described at private sale,

N. Fitzgerald Executor, to City of Boston.

In consideration of twenty four hundred dollars to me paid by the City of Boston, the receipt whereof

is hereby acknowledged, do hereby give, grant, bargain, sell and convey to the said City of Boston, for the purposes of a public park a certain parcel of land situated on Downer street in that part of said Boston formerly called Roxbury and bounded and described as follows: beginning at a point on the north-westerly side of said Downer street distant four hundred forty one and $\frac{8}{10}$ feet from Tremont street: thence running north-eastwardly by said Downer street forty feet; thence turning at a right angle and running north westwardly seventy five feet more or less, by land now or formerly of John Crane to Muddy River; thence turning and running south-westwardly by said Muddy River forty feet to land now or formerly of Thomas Burke; thence turning at a right angle and running south-eastwardly by said land now or formerly of Burke seventy five feet, more or less, to the point of beginning: containing three thousand square feet, more or less, and being the same premises conveyed to the said Mary J. Conroy by deed of John J. Driscoll dated April 14, 1881, and recorded with Suffolk Deeds Lib. 1571 fol. 68. The granted premises are shown on a "plan of a part of Proposed Muddy River Improvement" made by Alexis H. French, dated Sept. 1, 1882, on file at the office of the Board of Park Commissioners of said City of Boston, reference to which may be had.

To Have And To Hold the aforegranted premises to the said City of Boston, its successors and assigns, in fee simple forever. And I do hereby, for myself, my heirs, executors and administrators, covenant with the said City of Boston and its assigns, that I am the duly appointed and legal executor of said will; that the license aforesaid was granted by a Court of competent jurisdiction; that I have good right to sell and convey the same to the said City of Boston and its assigns forever as aforesaid.

In Witness Whereof, I the said Nicholas Fitzgerald, executor as aforesaid, have hereunto set my hand and seal this twentieth day of July, in the year of our Lord

one thousand eight hundred and eighty-seven

Signed and sealed in presence of Charles F. Paige } Nicholas Fitzgerald, Executor (seal.

Commonwealth of Massachusetts.

Suffolk, ss. August 3. 1887.

Then personally appeared the above-named Nicholas Fitzgerald, Executor, and acknowledged the foregoing instrument to be his free act and deed,

Before me, Charles F. Paige, Justice of the Peace.

Approved, Chas Frank Day City Conveyancer.

Boston, August 4th 1887 11 h. 25 m. A. M.

Received and entered with Suffolk Deeds lib. 1784. fol. 427

Attest, Thos. F. Temple

Register.

Wm. H. H. Young and Ux. to City of Boston.

Know all Men by these Presents, That we, William H. H. Young, of Boston in the County of Suffolk and Commonwealth of Massachusetts, and Susan T. Young, wife of said William H. H. in the right of said Susan T. In Consideration of seventy thousand eight hundred and six and $\frac{95}{100}$ Dollars paid by the City of Boston, the receipt whereof is hereby acknowledged, do hereby remise, release and forever Quitclaim to the said City of Boston, and its assigns forever, for the purposes of a public park, a certain parcel of land situate in that part of said Boston which was formerly West Roxbury, on the southerly side of Williams street, containing 1573598 square feet, more or less, being the parcel shown as No. 29 on a "Plan of Proposed West Roxbury Park", dated 1880, on file in the office of the Board of Park Commissioners of said City of Boston,

and being the same premises conveyed to said Susan T. by deed of Ella T. Cook, dated April 26, 1879, and recorded with Suffolk Deeds, Lib. 1456. fol. 280 to which deed reference may be had for a more particular description.

The above granted premises were taken by an act of said Board of Park Commissioners, passed May 25. 1883. reference to which is hereby had; and the above consideration has been received in full satisfaction and discharge of all our claims and demands for damages, costs, expenses and compensation for, on account of, or in any way growing out of said taking and the laying out of said premises as part of a public park.

To Have And To Hold the above-released premises, with all the privileges and appurtenances to the same belonging, to the said City of Boston, its successors and assigns, to its and their use and behoof forever. And we, the said grantors, for ourselves and our heirs, executors and administrators, do covenant with the said City of Boston, and its assigns, that the premises are free from all incumbrances made or suffered by us, or either of us, except said taking and that we will, and our heirs, executors and administrators shall, warrant and defend the same to the said City of Boston, and its assigns forever, against the lawful claims and demands of all persons, claiming by, through or under us or either of us but against none other.

In Witness Whereof, We the said William H. H. Young and Susan T. Young have hereunto set our hands and seals this thirteenth day of May, in the year of our Lord one thousand eight hundred and eighty-seven.

Signed, sealed and delivered in presence of Dudley A. Dorr } William H. H. Young. (seal.) Susan T. Young. (seal.)

Commonwealth of Massachusetts.

Suffolk, ss. Boston May 13, 1887.

Then personally appeared the above-named Susan T. Young.

and acknowledged the foregoing instrument to be her free act and deed.

Before me, Dudley A. Dorr, Justice of the Peace.
Approved, Roscoe P. Dwen, City Conveyancer.
Boston May 16. 1887 at one o'clock & 20 min P.M.
Received & Entered with Suffolk deeds Lib. 1772. fol. 17
Attest, Thos. H. Temple Register.

Otis H. Weed to City of Boston.

Know all Men by these Presents,
That I, Otis H Weed, of Dedham in the county of Norfolk and Commonwealth of Massachusetts In consideration of four thousand dollars to me paid by the City of Boston, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey to the said City of Boston, for the purposes of a public park a certain parcel of land situate in that part of said Boston which was formerly Roxbury and bounded and described as follows: beginning at a point on the easterly side of Pond Avenue at the division line between said Boston and Brookline, which point is distant ten feet south-westwardly from land of said City, formerly of Michael Cummings, thence running south-eastwardly and south-westwardly by said division line, by various courses about three hundred and sixty-eight and $\frac{20}{100}$ feet to land of Charles A. Morss: thence turning and running south-eastwardly by land of said Morss one hundred and seventy feet: thence eastwardly by the same one hundred and ten feet to Kimball street: thence turning and running northwardly by said Kimball street one hundred and fifty-five feet to land now or late of Jeremiah Donovan: thence turning and running westwardly by said land of Donovan one hundred feet: thence again northwardly by said land of Donovan, land now or late of Margaret Donovan, and land of said City,

formerly of Michael Cummings, one hundred and thirteen feet; thence running north-westwardly by said last named land seventy-five and $\frac{40}{100}$ feet to said Pond avenue; thence turning and running south-westwardly by said avenue ten feet to the point of beginning; containing 45.950 square feet, more or less, and shown on a "plan of a part of proposed Muddy River Improvement," dated Sept. 1, 1882, on file in the office of the Board of Park Commissioners of said City of Boston. Being a portion of the premises, conveyed to me by deed of Sylvester Kimball dated Nov. 1, 1871 and recorded with Suffolk Deeds, Lib. 1077, fol. 109. To Have And To Hold the aforegranted premises to the said City of Boston, its successors and assigns, in fee simple forever. And I do hereby, for myself, my heirs, executors and administrators, covenant with the said City of Boston and its assigns, that I am lawfully seized in fee of the aforegranted premises; that they are free from all incumbrances, except the taxes to be assessed for the current year; that I have good right to sell and convey the same to the said City of Boston and its assigns forever as aforesaid; and that I will, and my heirs, executors and administrators shall warrant and defend the same to the said City of Boston and its assigns forever against the lawful claims and demands of all persons. And for the consideration aforesaid, I, Susan Weed, wife of the said Otis H. do hereby release unto the said City of Boston, its successors and assigns, all right of dower and homestead exemption in the granted premises.

In Witness Whereof, we the said Otis H. Weed and Susan Weed have hereunto set our hands and seals this seventh day of June, in the year of our Lord one thousand eight hundred and eighty-seven.

Signed and sealed in presence of
Seven words having been interlined before signing
Otis H. Weed Jr.
Ida A. Weed.

Otis H. Weed. Seal.
Susan Weed. Seal.

Commonwealth of Massachusetts.

Suffolk, SS. June 7 1887.

Then personally appeared the above named Otis H. Weed and acknowledged the foregoing instrument to be his free act and deed,

Before me, Roscoe P. Owen. Justice of the Peace.

Approved. Roscoe P. Owen, City Conveyancer.

Boston, June 7th 1887 at 11 h. 35 m. P. M.

Received and entered with Suffolk Deeds lib. 1775 fol. 401

Attest, Thos F. Temple Register.

Wm. E. Finneran Administrator to City of Boston.

Know all Men by these Presents, That I, William E. Finneran, of Boston in the County of Suffolk and Commonwealth of Massachusetts, as administrator of the estate of Patrick Finneran, late of said Boston, deceased, by virtue of a license granted to me on the eleventh day of July current by the Probate Court for said county of Suffolk to sell the real estate of said deceased, hereinafter described at private sale, In consideration of thirty-eight hundred dollars to me paid by the City of Boston, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey to the said City of Boston, for the purposes of a public park, a certain parcel of land situated on Downer street in that part of said Boston formerly called Roxbury and bounded and described as follows: beginning at the southerly corner of said parcel at a point on the westerly side of said Downer street distant eighty feet northwardly from the northerly side of Tremont street, and from said point of beginning running westwardly a little northwardly by land of William Finneran seventy five feet to Muddy Brook or Muddy River: thence turning and running northeastwardly along said brook forty five feet: thence turning and run-

ning southeastwardly by land formerly of Catherine L. Hancock sixty five feet to the westerly side of said Dawner street; thence turning and running southwardly a little westwardly by said Dawner street forty-one and 8/10 feet to the point of beginning: being the same premises conveyed to said Patrick Finneran by deed of Thomas Finneran dated June 7, 1878, and recorded with Suffolk Deeds, Lib. 1162 fol. 70. The granted premises contain three thousand square feet of land, more or less, and are shown on a "plan of a part of Proposed Muddy River Improvement", made by Alexis H. French, dated Sept. 1, 1882, on file at the office of the Board of Park Commissioners of said City of Boston, to which reference may be had. ——

To Have And To Hold the aforegranted premises to the said City of Boston, its successors and assigns, in fee simple forever. And I do hereby, for myself, my heirs, executors and administrators, covenant with the said City of Boston and its assigns, that I am the duly appointed and legal administrator of the said estate, and that the license aforesaid was granted by a Court of competent jurisdiction, and that I have good right to sell and convey the same to the said City of Boston and its assigns forever as aforesaid. ——

In Witness Whereof, I the said William E. Finneran, administrator as aforesaid, have hereunto set my hand and seal this fourteenth day of July, in the year of our Lord one thousand eight hundred and eighty-seven.

Signed & sealed in presence of P. O'Loughlin } William E. Finneran. (seal.)

—— Commonwealth of Massachusetts. ——

Suffolk, ss. July 14th. 1887

Then personally appeared the above named —— William E. Finneran, Administrator —— and acknowledged the foregoing instrument to be his free act and deed,

Before me, Patrick O'Loughlin, Justice of the Peace.

Approved, Roscoe P. Owen, City Conveyancer. ——

Boston, July 15. 1887. 4 h. 13 m. P. M. ——
Received and entered with Suffolk Deeds Lib. 1782 fol. 73
—— Attest, Thos. F. Temple, Register. ——

Know all Men by these Presents, That I, Francis Maley, sometimes known as Francis Malley, or Francis Mealey, of Brookline in the County of Norfolk and Commonwealth of Massachusetts, ——

Francis Maley, to City of Boston

In consideration of five thousand dollars to me paid by the City of Boston, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey to the said City of Boston, two certain parcels of land with the buildings thereon, situate on the westerly side of Downer street in that part of said Boston which was formerly Roxbury, and shown on a "plan of a part of Proposed Muddy River Improvement" drawn by Alexis K. French, dated Sept. 1, 1882, and on file at the office of the Board of Park Commissioners of said City of Boston, ——

The first of said parcels is bounded south east by said Downer street, there measuring forty feet; north-east by land now or late of Burke, by a line running at right angles with said Downer street, seventy-five feet, more or less: north-west by the centre line of Muddy River, forty feet, more or less; south-west by land now or late of Roach, by a line running at right angles with said Downer street, seventy-five feet, more or less, the south-east corner of this parcel being distant three hundred twenty one and eight tenths feet from Tremont street by the westerly line of said Downer street; containing 3000 square feet, more or less, and being the same premises conveyed to me by deed of Patrick Noonan, Jr. dated January 27, 1881, and recorded with Suffolk Deeds, Lib. 1514 fol. 440.

The second of said parcels is bounded south-east by said Downer street, there measuring forty feet: north-east by land now or late of Brandley, by a line running at right angles with said Downer street, seventy-five feet, more or less: north-west by the centre line of Muddy River, forty feet, more or less: south-west by land now or late of Crane, by a line running at right angles with said Downer street, seventy-five feet, more or less; the south-east corner of this parcel being distant five hundred twenty one and eight tenths feet from Fremont street by the westerly line of said Downer street: containing 3000 square feet, more or less, and being the same premises conveyed to me by deed of Patrick Murray, recorded with Suffolk Deeds, Lib. 1091 fol. 65.

To Have And To Hold the aforegranted premises to the said City of Boston, its successors and assigns, in fee simple forever for the purposes of a public park. And I do hereby, for myself, my heirs, executors and administrators, covenant with the said City of Boston and its assigns, that I am lawfully seized in fee of the aforegranted premises: that they are free from all incumbrances that I have good right to sell and convey the same to the said City of Boston and its assigns forever as aforesaid: and that I will, and my heirs, executors and administrators shall warrant and defend the same to the said City of Boston and its assigns forever against the lawful claims and demands of all persons.

And for the consideration aforesaid, I, Mary Maley, wife of the said Francis do hereby release unto the said City of Boston, its successors and assigns, all right of dower and homestead exemption in the granted premises.

In Witness Whereof, we the said Francis Maley and Mary Maley have hereunto set our hands and seals this twenty third day of November, in the year of our Lord one thousand eight hundred and eighty-seven.

Signed and sealed in presence of the words "for the purposes of" } Francis his X mark Maley (SEAL.)

a public park" having been interlined before signing Roscoe P. Owen } Mary her X mark Maley

Commonwealth of Massachusetts,

Suffolk, ss. November 23d 1887.

Then personally appeared the above-named Francis Maley and acknowledged the foregoing instrument to be his free act and deed, Before me, Roscoe P. Owen Justice of the Peace.

Approved, Roscoe P. Owen, City Conveyancer. }

Boston, November 23. 1887 11 h. 40 m. a. M.

Received and entered with Suffolk Deeds Lib. 1800 fol. 152

Attest. Thos. F. Temple, Register.

Boston & Roxb. Mill Corporation to City of Boston.

Know all Men by these Presents, That the Boston and Roxbury Mill Corporation a corporation duly established under the laws of the Commonwealth of Massachusetts.

In Consideration of one dollar and other valuable consideration paid by the City of Boston, the receipt whereof is hereby acknowledged, do hereby remise, release and forever Quitclaim to the said City of Boston, and its assigns forever, for the purposes of a public park two certain parcels of land situated in said Boston and bounded and described as follows: ——

The first parcel is bounded beginning at a point on the Northerly line of Beacon street five hundred and thirty (530) feet Westerly from the northwesterly corner of Beacon street and West Chester Park extended at the corner of Beacon street and Ipswich street so called extended across Beacon street, thence running N 1° 29' 31" W on the line of the Easterly side of said Ipswich street extended, to the channel of Charles river thence running Westerly by said channel to the line of the Westerly side of Ipswich street so called extended to said to said channel, thence running southerly by

said Westerly line of Ipswich street extended, to Beacon street, thence running Easterly by said Beacon street fifty two and seven hundred twenty three thousandths feet to the point of beginning ——

The second parcel is bounded beginning at a point on the Northerly line of Beacon street Eight hundred ninety nine and fifty nine thousandths (899.059) feet Westerly from the Northwesterly corner of Beacon street and West Chester Park extended at the corner of Beacon street and Jersey street so called extended across Beacon street, thence running Northerly on the line of the Easterly side of said Jersey street extended, to the channel of Charles River, thence running Westerly by said channel to the line of the Westerly side of Jersey street so called extended to said channel, thence running Southerly by said Westerly line of Jersey street extended, to Beacon street, thence running Easterly by said Beacon street fifty two and seven hundred twenty three thousandths feet to the point of beginning ——

This conveyance is made subject to the right of way in and over the parts of said lands now laid out as streets or ways by agreement between said grantor and said Commonwealth and shown on the plan adopted and prescribed by the Harbor and Land Commissioners dated May 23. 1885 and recorded with Suffolk Deeds at the end of book numbered 1710 ——

To Have And To Hold the above-released premises, with all the privileges and appurtenances to the same belonging, to the said City of Boston, its successors and assigns, to its and their use and behoof forever. And, the said Boston and Roxbury Mill Corporation, for itself and its successors does covenant with the said City of Boston, and its assigns, that the premises are free from all incumbrances made or suffered by it except as aforesaid and that it will, and its successors shall, warrant and defend the same to the said City of Boston, and its assigns forever, against the lawful claims and demands of all persons, claiming by, through or under it but against none other, except as aforesaid. ——

In Witness Whereof, the said Boston and Roxbury Mill

Corporation has caused its corporate seal to be hereto affixed and these presents to be signed acknowledged and delivered in its name and behalf by Charles Henry Parker its President hereto duly authorized this thirteenth day of November, in the year of our Lord one thousand eight hundred and eighty seven ——

Signed, sealed and delivered in presence of M. Storey.

Boston & Roxbury Mill Corporation by Chas Henry Parker, President. (seal.

Satisfactory, A. J. Bailey, City Solicitor.

Commonwealth of Massachusetts.

Suffolk, SS. November 30, 1887.

Then personally appeared the above-named Charles Henry Parker, President as aforesaid and acknowledged the foregoing instrument to be the free act and deed of the Boston and Roxbury Mill Corporation. Before me, S. Lothrop Thorndike Justice of the Peace.

At a meeting of the Directors of the Boston and Roxbury Mill Corporation, held according to legal notice at the office of the Corporation, in Boston on the thirtieth day of November 1887 it was,

Voted, that the President Charles Henry Parker be and he is hereby authorized and requested in the name and in the behalf of the Corporation and under the corporate seal to sign, acknowledge and deliver the foregoing deed to the City of Boston for the sum of one dollar and other valuable consideration,

A true copy from the records,

Attest, John A. Pennott, Clerk.

Boston, November 30th 1887. at 5 o'clock & 10 min's. P. M.
Rec'd & Ent'd. with Suffolk Deeds. Lib. 1801. Fol. 88.

Attest, Thos. F. Temple, Reg.

Boston & Roxb. Mill Corporation to City of Boston.

Know all Men by these Presents,

That the Boston and Roxbury Mill Corporation a Corporation duly established under the Laws of the Commonwealth of Massachusetts

In Consideration of twenty two thousand seventy three and 16/100 dollars paid by the City of Boston, the receipt whereof is hereby acknowledged, do hereby remise, release and forever Quitclaim to the said City of Boston, and its assigns forever, for the purposes of a public park a certain parcel of land situated in said Boston and bounded and described as follows:

Beginning at a point in the Northerly line of Beacon street five hundred eighty two and seven hundred twenty three (582.723) thousandths feet westerly from the Northwesterly corner of Beacon street and West Chester Park extended at the north west corner of Beacon street and Ipswich street so called extended across Beacon street thence running Northerly on the line of the Westerly side of said Ipswich street extended, to the channel of Charles River, thence running Westerly by the channel of Charles River to the line of the Easterly side of Jersey street so called extended to said channel, thence running Southerly by said Easterly line of Jersey street extended, to Beacon street, thence running Easterly by Beacon street three hundred sixteen and three hundred thirty six thousandths (316.336) feet to the point of beginning.

And for said consideration said corporation hereby releases and discharges said City of Boston from any and all claims it has against said City by reason of or in any way growing out of the taking of the described premises or any part thereof for the purposes of a public park.

To Have and To Hold the above released premises, with all the privileges and appurtenances to the same belonging, to the said City of Boston, its successors and assigns, to its and their use and behoof forever.

In Witness Whereof, the said Boston and Roxbury Mill Corporation has caused its corporate seal to be hereto affixed and these presents to be signed acknowledged and delivered in its name and behalf by Charles

Henry Parker its President hereto duly authorized this thirtieth day of November, in the year of our Lord one thousand eight hundred and Eighty seven

Signed, sealed and delivered in presence of } Boston & Roxbury Mill Corporation by

M. Storey — Chas Henry Parker (seal.)

Satisfactory, A. J. Bailey — President

City Solicitor.

Commonwealth of Massachusetts.

Suffolk, ss. November 30, 1887

Then personally appeared the above-named Charles Henry Parker, President as aforesaid and acknowledged the foregoing instrument to be the free act and deed of the Boston and Roxbury Mill Corporation, Before me, S. Lothrop Thorndike.

Justice of the Peace.

At a meeting of the Directors of the Boston and Roxbury Mill Corporation, held according to legal notice, at the office of the Corporation, in Boston on the thirtieth day of November 1887 it was

Voted, that the President Charles Henry Parker be and he is hereby authorized and requested in the name and in the behalf of the Corporation, and under the corporate seal to sign acknowledge and deliver the foregoing deed to the City of Boston for the sum of twenty two thousand seventy three $\frac{16}{100}$ dollars.

A true copy from the records.

Attest John A. Bennett, Clerk.

Boston, November 30th 1887 at 5 o'clock & 10 minutes P.M.

Received & Entered with Suffolk Deeds Lib. 1801. Fol. 90.

Attest, Thos. F. Temple Reg.

Emily E. Sears et al. to City of Boston.

Know all Men by these Presents,
That we, Emily E. Sears, widow, Emily E. Sears 2nd, single woman, both of Beverly in the County of Essex and Commonwealth of Massachusetts, David Sears, of Boston in the county of Suffolk and commonwealth aforesaid, and Henry T. Sears, of said Beverly, —
In consideration of four thousand three hundred ninety and $\frac{50}{100}$ dollars paid by the City of Boston, the receipt whereof is hereby acknowledged, do hereby remise, release and forever Quitclaim to the said City of Boston, and its assigns forever, for the purposes of a public park a certain parcel of land situate on or near Muddy River in that part of said Boston which was formerly Brookline and bounded and described as follows, viz: beginning on the south-easterly line of the location of the Brookline Branch of the Boston and Albany Railroad at its intersection with a curved line of 1719 $\frac{17}{100}$ feet radius, as shown on the plan hereinafter mentioned, and running south-easterly by said curved line on other land of grantors one hundred and $\frac{40}{100}$ feet to land of Elizabeth G. Hoyt and others; thence turning and running north-westerly, south-westerly, southerly and westerly on said last mentioned land and on land of Susan M. Loring by an irregular line two hundred three and $\frac{61}{100}$ feet to land of said City of Boston; thence turning and running north-westerly on said last mentioned land by a curved line of 884 $\frac{20}{100}$ feet radius sixty-two and $\frac{50}{100}$ feet to said location of said railroad; thence turning and running north-easterly on said location one hundred ninety nine and $\frac{31}{100}$ feet to the point of beginning; containing 14.635 square feet, more or less, said parcel being shown on a plan of a "part of proposed Muddy River Improvement," drawn by Alexis H. French, dated December 22. 1887 and on file in the office of the Park Commissioners of said City of Boston. and for the above named consideration we do also hereby give and grant unto the said City of Boston the right to slope or bank the filling, where required for grading said parcel to any grade required for crossing said

railroad by a bridge, upon our remaining land abutting upon said parcel, and do also, for ourselves, our heirs, executors, administrators and assigns covenant and agree with the said City of Boston that we will not and they shall not make or have any claim or demand against said City for damages in consequence of the omission by said City to build or maintain a retaining wall or bulkhead to support such filling; and we do further give and grant unto said City the right to build and forever maintain an abutment or wing wall upon our adjoining land where required, for the proper construction of said bridge over said railroad.

To Have And to Hold the above released premises, with all the privileges and appurtenances to the same belonging, to the said City of Boston, its successors and assigns, to its and their use and behoof forever for the purposes aforesaid. And we the said grantors, for ourselves and our heirs, executors and administrators, do covenant with the said City of Boston, and its assigns, that the premises are free from all incumbrances made by us and that we will, and our heirs, executors and administrators shall, warrant and defend the same to the said City of Boston, and its assigns forever, against the lawful claims and demands of all persons, claiming by, through or under us but against none other. But this conveyance is made upon the condition that said City of Boston shall assume and pay all betterments that may be assessed upon our adjoining land in consequence of the laying out of the described premises for a public park.

In Witness Whereof, we the said Emily E. Sears, Emily E. Sears, 2nd. David Sears and Henry F. Sears, said David and Henry F. being unmarried, have hereunto set our hands and seals this sixteenth day of January, in the year of our Lord one thousand eight hundred and eighty-eight.

Signed, sealed and delivered in presence of,

four words interlined on the first page before signing.

the written words "in the judgment of the City Engineer of said City" and the printed words "or suffered" having been stricken out.

Emily E. Sears. (seal.) Emily E. Sears 2nd. (seal.)
David Sears. (seal.) Henry F. Sears. (seal.)

Commonwealth of Massachusetts.

Suffolk, ss. January 16. 1888.

Then personally appeared the above-named David Sears, and acknowledged the foregoing instrument to be his free act and deed.

Before me, Wm. F. Grubb, Justice of the Peace.

Boston Jan. 19. 1888, at ten o'clock & 25 mins a.m.
Recd & Entd. with Suffolk Deeds Libro 1807. page 41
Attest, Thos. F. Temple Reg.
Approved, Roscoe P. Owen, City Conveyancer.

Eliz.th G. Hoyt. to City of Boston.

Know all Men by these Presents,

That I, Elizabeth G. Hoyt, of Chelsea in the county of Suffolk and Commonwealth of Massachusetts, single woman, In Consideration of fourteen hundred thirty two and $\frac{83}{100}$ dollars paid by the City of Boston, the receipt whereof is hereby acknowledged, do hereby remise, release and forever Quitclaim to the said City of Boston, and its assigns forever, for the purposes of a public park one undivided tenth of a certain parcel of land situate on or near Muddy River in that part of said Boston which was formerly Brookline and bounded and described as follows, viz: beginning on the south-easterly line of said parcel at its intersection with a curved line of 1719 $\frac{12}{100}$ feet radius and running south-westerly on land now or late of the Union Mutual Life Insurance Company five and $\frac{65}{100}$ feet to land of said City of Boston: thence turning and running northwesterly by a curved line of 2148 $\frac{74}{100}$ feet radius three hundred thirty nine and $\frac{46}{100}$ feet, and by a curved line of 884 $\frac{24}{100}$ feet radius one hundred forty six and $\frac{5}{10}$ feet, all on said land of the City of Boston, to land of Susan M. Loring: thence turning and

running northerly, north-easterly and south-easterly on said last mentioned land and on land of Emerly E. Sears and others by an irregular line two hundred and six and $\frac{5}{100}$ feet to other land of grantor and others; thence turning and running south-easterly by said curved line of 1719 $\frac{12}{100}$ feet radius on said last mentioned land five hundred thirteen and $\frac{7}{100}$ feet to the point of beginning: said parcel containing 40938 square feet, more or less, and being shown on a plan of a "part of proposed Muddy River Improvement," drawn by Alexis H. French, dated December 22, 1887, and on file at the office of the Park Commissioners of said City. And for the above-named consideration I do also hereby give and grant unto the said City of Boston the right to slope or bank the filling where required for grading said parcel to any grade required for crossing the Brookline Branch of the Boston and Albany Railroad by a bridge upon my remaining land abutting upon said parcel, and do also for myself and my heirs, executors, administrators and assigns, covenant and agree with the said City of Boston that I will not and they shall not make or have any claim or demand against said city for damages in consequence of the omission by said city to build or maintain a retaining wall or bulkhead to support such filling. _____

To Have And To Hold the above-released premises, with all the privileges and appurtenances to the same belonging, to the said City of Boston, its successors and assigns, to its and their use and behoof forever for the purposes aforesaid, And I, the said grantor, for myself, and my heirs, executors and administrators, do covenant with the said City of Boston, and its assigns, that the premises are free from all incumbrances made or suffered by me and that I will, and my heirs, executors and administrators shall, warrant and defend the same to the said City of Boston, and its assigns forever, against the lawful claims and demands of all persons, claiming by, through or under me but against none other. But this conveyance is made upon the

condition that said City of Boston, shall assume and pay all betterments that may be assessed upon my adjoining land in consequence of the laying out of the described premises for a public park. —
In Witness Whereof, I the said Elizabeth G. Hoyt, have hereunto set my hand and seal this sixteenth day of January, in the year of our Lord one thousand eight hundred and eighty-eight.

Signed, sealed and delivered in presence of } Elizabeth G. Hoyt.

One word written over an erasure and four words interlined before signing.

Roscoe P. Owen.

Commonwealth of Massachusetts. —

Suffolk, ss. January 16. 1888.

Then personally appeared the above-named — Elizabeth G. Hoyt, and acknowledged the foregoing instrument to be her free act and deed.

Before me, Roscoe P. Owen Justice of the Peace.

Approved. Roscoe P. Owen, City Conveyancer.

Boston Jan. 16. 1888 at 12 o'clock & 20 m. P. M.

Received & Entered with Suffolk Deeds Lib. 1806 page 483.

Attest Thos F. Temple. Reg.

Estabrook to City of Boston.

Know all Men by these Presents, —
That I, Rufus Estabrook, of Newton in the county of Middlesex and Commonwealth of Massachusetts, In consideration of twenty eight hundred and sixty five and 66/100 dollars paid by the City of Boston, the receipt whereof is hereby acknowledged, do hereby remise, release and forever Quitclaim to the said City of Boston, and its assigns forever, for the purposes of a public park two undivided halves of a certain parcel of land situate on or near Muddy River in that part of said Boston which was formerly Brookline and bounded and described as follows, viz:

beginning on the south-easterly line of said parcel at its intersection with a curved line of 1719 $\frac{12}{100}$ feet radius and running southwesterly on land now or late of the Union Mutual Life Insurance Company five and $\frac{65}{100}$ feet to land of said City of Boston: thence turning and running north-westerly by a curved line of 2148 $\frac{79}{100}$ feet radius three hundred thirty nine and $\frac{46}{100}$ feet, and by a curved line of 884 $\frac{24}{100}$ feet radius one hundred forty six and $\frac{5}{10}$ feet, all on said land of the City of Boston to land of Susan M. Loring; thence turning and running northerly, north-easterly and south-easterly on said last mentioned land and on land of Emily E. Sears and others by an irregular line two hundred and six and $\frac{51}{100}$ feet to other land of said Estabrook and others; thence turning and running south-easterly by said curved line of 1719 $\frac{12}{100}$ feet radius on said last mentioned land five hundred thirteen and $\frac{71}{100}$ feet to the point of beginning; said parcel containing 40938 square feet, more or less, and shown on a plan of a part of "proposed Muddy River Improvement," drawn by Alexis H. French, dated December 22, 1887 and on file at the office of the Park Commissioners of said City. ——

And for the above-named consideration I do also hereby give and grant unto the said City of Boston, the right to slope or bank the filling, where required for grading said parcel to any grade required for crossing the Brookline Branch of the Boston and Albany Railroad by a bridge, upon my remaining land abutting upon said parcel, and do also, for myself and my heirs, executors, administrators and assigns, covenant and agree with the said City of Boston that I will not and they shall not make or have any claim or demand against said City for damages in consequence of the omission by said City to build or maintain a retaining wall or bulkhead to support such filling. ——

To Have And To Hold the above-released premises, with all the privileges and appurtenances to the same belonging,

to the said City of Boston, its successors and assigns, to its and their use and behoof forever for the purposes aforesaid. And I, the said Estabrook, for myself and my heirs, executors and administrators, do covenant with the said City of Boston, and its assigns, that the premises are free from all incumbrances made or suffered by me and that I will, and my heirs, executors and administrators shall, warrant and defend the same to the said City of Boston, and its assigns forever, against the lawful claims and demands of all persons, claiming by, through or under me but against none other. But this release is made upon the condition that said City of Boston shall assume and pay all betterments that may be assessed upon my other adjoining land in consequence of the laying out of the described parcel for a public park.

In Witness Whereof, we the said Rufus Estabrook and Eliza M. Estabrook, my wife, who joins herein in token of her release of all right and title of or to both dower and homestead in the described premises, have hereunto set our hands and seals this eighteenth day of January, in the year of our Lord one thousand eight hundred and eighty-eight.

Signed, sealed and delivered in presence of - two interlineations in first page made before signing
Emily E. Estabrook.

Rufus Estabrook.
Eliza M. Estabrook.

Commonwealth of Massachusetts.

Suffolk, ss. January 18. 1888.

Then personally appeared the above-named Rufus Estabrook and acknowledged the foregoing instrument to be his free act and deed.

Before me, Roscoe P. Owen Justice of the Peace.

Boston Jan. 19, 1888 at 10 o'clock & 25 mins A.M. Rec'd, & Entd with Suffolk Deeds Libro 1807 page 42.

Attest Thos. F. Temple. Reg.

Approved Roscoe P. Owen.
City Conveyancer.

G. F. Pinkham to City of Boston.

Know all Men by these Presents,
That I, George F. Pinkham, of Quincy in the county of Norfolk and Commonwealth of Massachusetts, In consideration of fourteen hundred thirty two and $\frac{83}{100}$ dollars paid by the City of Boston, the receipt whereof is hereby acknowledged, do hereby remise, release and forever Quitclaim to the said City of Boston, and its assigns forever, for the purposes of a public park one undivided tenth of a certain parcel of land situate on or near Muddy River in that part of said Boston which was formerly Brookline and bounded and described as follows, viz: beginning on the south-easterly line of said parcel at its intersection with a curved line of $1719\frac{17}{100}$ feet radius and running south-westerly on land now or late of the Union Mutual Life Insurance Company five and $\frac{65}{100}$ feet to land of said City of Boston: thence turning and running north-westerly by a curved line of $2148\frac{79}{100}$ feet radius three hundred thirty nine and $\frac{46}{100}$ feet, and by a curved line of $884.\frac{24}{100}$ feet radius, one hundred forty six and $\frac{5}{10}$ feet, all on said land of the City of Boston, to land of Susan M. Loring: thence turning and running northerly, north-easterly and south-easterly on said last mentioned land and on land of Emily E. Sears and others by an irregular line two hundred and six and $\frac{51}{100}$ feet to other land of grantor and others: thence turning and running south-easterly by said curved line of $1719\frac{17}{100}$ feet radius on said last mentioned land five hundred thirteen and $\frac{71}{100}$ feet to the point of beginning; said parcel containing 40938 square feet, more or less, and being shown on a plan of a "part of proposed Muddy River Improvement," drawn by Alexis H. French, dated December 22, 1887, and on file at the office of the Park Commissioners of said City, And for the above-named consideration I do also hereby give and grant unto the said City of Boston the right to slope or bank the filling where required for grading said

parcel to any grade required for crossing the Brookline Branch of the Boston and Albany Railroad by a bridge, upon my remaining land abutting upon said parcel, and do also for myself and my heirs, executors, administrators and assigns, covenant and agree with the said City of Boston that I will not and they shall not make or have any claim or demand against said City for damages in consequence of the omission by said City to build or maintain a retaining wall or bulkhead to support such filling.

To Have And To Hold the above-released premises, with all the privileges and appurtenances to the same belonging, to the said City of Boston, its successors and assigns, to its and their use and behoof forever for the purposes aforesaid. And I, the said Pinkham, for myself and my heirs, executors and administrators, do covenant with the said City of Boston, and its assigns, that the premises are free from all incumbrances made or suffered by me and that I will, and my heirs, executors and administrators shall, warrant and defend the same to the said City of Boston, and its assigns forever, against the lawful claims and demands of all persons, claiming by, through or under me but against none other. But this conveyance is made upon the condition that said City of Boston shall assume and pay all betterments that may be assessed upon my adjoining land in consequence of the laying out of the described premises for a public park.

In Witness Thereof, we the said George F. Pinkham and Ellen J. Pinkham, my wife, who joins herein in token of her release of all right and title of or to both dower and homestead in the described premises, have hereunto set our hands and seals this twenty-fourth day of January, in the year of our Lord one thousand eight hundred and eighty-eight.

Signed, sealed and delivered in presence of Roscoe P. Owen, to G. F. P. — George F. Pinkham. Ellen J. Pinkham.

Approved, Roscoe P. Owen, City conveyancer.

Commonwealth of Massachusetts.

Suffolk, SS. January 24. 1888

Then personally appeared the above named George F. Pinkham and acknowledged the foregoing instrument to be his free act and deed.

Before me, Roscoe P. Owen Justice of the Peace.

Boston Jan. 24. 1888 at 10 clock & 24 min. P.M. Received and Entered with Suffolk Deeds. Lib. 1807. page 396.

Attest. Thos. F. Temple Reg.

Partial Release of Mortgage on Pinkham's Est.

Know all Men by these presents that we, James J. Myers and Louis A. Wyman, the mortgagees named in a certain mortgage given by George F. Pinkham to us dated December 8 A. D., 1887, and recorded with Suffolk Deeds. Libro 1802 folio 194, in consideration of one dollar paid by the City of Boston, a municipal corporation duly established by law, the receipt whereof is hereby acknowledged, do hereby remise, release, and forever quitclaim unto the said City of Boston, all the right, title and interest which we may have under the aforesaid mortgage in or to the following described parcel of land, being a portion of the premises therein conveyed, namely, one undivided tenth of a certain parcel of land situate on or near Muddy River in that part of said Boston which was formerly Brookline, and bounded and described as follows, viz: beginning on the south-easterly line of said parcel at its intersection with a curved line of 1719 $\frac{12}{100}$ feet radius, as shown on the plan hereinafter mentioned and running thence south-westerly on land now or late of the Union Mutual Life Insurance Company five and $\frac{65}{100}$ feet to land of said City of Boston; thence turning and running north-westerly by a curved line of 2148 $\frac{79}{100}$ feet radius three hundred thirty nine and $\frac{46}{100}$ feet, and by a curved line of 884 $\frac{24}{100}$ feet radius, one hundred forty six and

$\frac{5}{10}$ feet, all on said land of the City of Boston, to land of Susan M. Loring; thence turning and running northerly, northeasterly and southeasterly on said last mentioned land and on land of Emily E. Sears and others by an irregular line two hundred and sixty and $\frac{50}{100}$ feet to other land covered by said mortgage; thence turning and running southeasterly by said curved line of 1719 $\frac{17}{100}$ feet radius on said last mentioned land five hundred thirteen and $\frac{7}{100}$ feet to the point of beginning; said parcel containing 110938 square feet, more or less, and being shown on a "plan of a part of proposed Muddy River Improvement" drawn by Alexis H. French, dated December 22, 1887, and on file at the office of the Park Commissioners of said City. ———

And for the above named consideration we do hereby, to the extent of our title as mortgagees as aforesaid, release and grant unto the said City of Boston the right to slope or bank the filling where required for grading said described parcel upon the remaining land subject to said mortgage adjoining the described premises, to any grade required for crossing the Brookline Branch of the Boston and Albany Railroad by a bridge and do hereby, for ourselves, and those claiming under us as mortgagees as aforesaid, covenant and agree with the said City of Boston, that we will not and they shall not make or have any claim against said City for damages in consequence of the omission by said City to build or maintain a retaining wall or bulkhead to support such filling, or of its omission to build or maintain such wall or bulkhead to support the bank on either side of the described premises, where cutting down is required for said grading. ———

And we do hereby, for ourselves and those claiming under us as mortgagee as aforesaid, further covenant and agree not to remove or authorize to be removed by any person other than the officers or agents of said City, any portion of the filling placed or sloped upon the remaining land subject to said mortgage adjoining the described premises, in grading said premises as aforesaid, until a retaining wall or bulkhead to support said

filling shall be built upon the line of said remaining land adjoining the described premises, ——

To have and to hold the above released premises to the said City of Boston and its successors and assigns, to its and their own use and behoof forever, for the purposes of a public park. ——

But this release shall not in any way affect or impair our right to hold under the said mortgage as security for the sum remaining due thereon, or to sell under the power of sale in said mortgage contained, all the remainder of the premises therein conveyed and not hereby released. ——

In witness whereof we the said James J. Myers and Louis A. Wyman have hereunto set our hands and seals this twentieth day of January in the year one thousand eight hundred and eighty-eight

In presence of
eighteen words having been interlined before signing

James J. Myers.
Louis A. Wyman.

—— Commonwealth of Massachusetts. ——

Suffolk ss., January 20th A. D. 1888. Then personally appeared the above named James J. Myers and acknowledged the foregoing instrument to be his free act and deed Before me. Henry E. Warner, Notary Public.

Boston January 24. 1888. 1 h. 24 m. P.M.
Received and entered with Suffolk Deeds Libro 1807 p. 395
Attest, Thos F. Temple Register.

S. T. Ames et al. to City of Boston.

— Know all Men by these Presents, —
That we, Samuel T. Ames, of Boston in the county of Suffolk and Commonwealth of Massachusetts, and Mary H. Ames, wife of said Samuel T. in her right, and James B. Ames of Cambridge in the County of Middlesex and Commonwealth aforesaid. ——
In Consideration of four thousand two hundred ~~and~~ ninety eight and 40/100 dollars paid by the City of Boston, the receipt whereof is hereby acknowledged,

do hereby remise, release and forever Quitclaim to the said City of Boston, and its assigns forever, for the purposes of a public park three (two 5) undivided tenths of a certain parcel of land situate on or near Muddy River in that part of said Boston which was formerly Brookline and bounded and described as follows, viz: beginning on the southeasterly line of said parcel at its intersection with a curved line of 1719 $\frac{17}{100}$ feet radius and running south-westerly on land now or late of the Union Mutual Life Insurance Company five and $\frac{65}{100}$ feet to land of said City of Boston: thence turning and running north-westerly by a curved line of 2148 $\frac{79}{100}$ feet radius three hundred thirty nine and $\frac{46}{100}$ feet, and by a curved line of 884 $\frac{24}{100}$ feet radius one hundred forty six and $\frac{5}{10}$ feet, all on said land of the City of Boston, to land of Susan M. Loring: thence turning and running northerly, north-easterly and south-easterly on said last mentioned land and on land of Emily E. Sears and others by an irregular line two hundred and six and $\frac{51}{100}$ feet to other land of grantors and others: thence turning and running south-easterly by said curved line of 1719 $\frac{12}{100}$ feet radius on said last mentioned land five hundred thirteen and $\frac{71}{100}$ feet to the point of beginning: said parcel containing 40 938 square feet, more or less, and being shown on a plan of a "part of proposed Muddy River Improvement," drawn by Alexis H. French, dated December 22. 1887, and on file at the office of the Park Commissioners of said City, And for the above named consideration we do also hereby give and grant unto the said City of Boston the right to slope or bank the filling, where required for grading said parcel to any grade required for crossing the Brookline Branch of the Boston and Albany Railroad by a bridge upon our remaining land abutting upon said parcel, and do also for ourselves and our heirs, executors, administrators and assigns, covenant and agree with the said City of Boston that we will not and they shall not make or have any claim or demand against said City for damages in consequence of the omission by said City to build or maintain a retaining wall or bulkhead to

support such filling.

To Have And To Hold the above-released premises, with all the privileges and appurtenances to the same belonging, to the said City of Boston, its successors and assigns, to its and their use and behoof forever for the purposes aforesaid. And we, the said Mary H. Ames and James P. Ames, for ourselves and our heirs, executors and administrators, do covenant with the said City of Boston, and its assigns, that the premises are free from all incumbrances made or suffered by us and that we will, and our heirs, executors and administrators shall, warrant and defend the same to the said City of Boston, and its assigns forever, against the lawful claims and demands of all persons, claiming by, through or under us but against none other. But this conveyance is made upon the condition that said City of Boston shall assume and pay all betterments that may be assessed upon our other adjoining land in consequence of the laying out of the described premises for a public park. In Witness Whereof, we the said Samuel T. Ames, Mary H. Ames, and James P. Ames, together with Sarah R. Ames, wife of said James P. who joins in this conveyance in token of her release of all right and title of or to both dower and homestead in the described premises have hereunto set our hands and seals this fourteenth day of January, in the year of our Lord one thousand eight hundred and eighty-eight.

Signed, sealed & delivered in presence of — two interlineations on the first page made before signing
Henry A. Whitney to S.T.A. & M.H.A.
Maggie Cooney to J.P.A. & S.R.A.

Samuel T. Ames.
Mary H. Ames.
James Parr Ames.
Sarah R. Ames.

Commonwealth of Massachusetts.

Suffolk, SS. January 14. 1888.

Then personally appeared the above-named James P. Ames, and acknowledged the foregoing

instrument to be his free act and deed.

Before me, Roscoe P. Owen, Justice of the Peace.

Witnessed Roscoe P. Owen, City Conveyancer.

Boston Jan. 14. 1888 at 12 o'clock & 02 mins. P.M.

Received and Entered with Suffolk Deeds Libro 1806 page 381

Attest, Thos. F. Temple, Reg.

M. R. Pelton.
C. U. Cotting
Exc. and Trustees
to
City of Boston.

Know all Men by these Presents,

That we, Mary R. Pelton and Charles U. Cotting, as we are executors of and trustees under the last will and testament of Florentine W. Pelton, late of Dedham in the county of Norfolk and Commonwealth of Massachusetts, deceased, In Consideration of twenty-eight hundred sixty five and $\frac{66}{100}$ dollars paid by the City of Boston, the receipt whereof is hereby acknowledged, do hereby remise, release and forever Quitclaim to the said City of Boston, and its assigns forever, for the purposes of a public park two undivided tenths of a certain parcel of land situate on or near Muddy River in that part of said Boston which was formerly Brookline, and bounded and described as follows, viz: beginning on the south-easterly line of said parcel at its intersection with a curved line of 1719 $\frac{12}{100}$ feet radius, as shown on the plan hereinafter mentioned, and thence running south-westerly on land now or late of the Union Mutual Life Insurance Company five and $\frac{65}{100}$ feet to land of said City of Boston: thence turning and running north westerly by a curved line of 2108 $\frac{79}{100}$ feet radius three hundred thirty nine and $\frac{46}{100}$ feet, and by a curved line of 884. $\frac{24}{100}$ feet radius one hundred forty six and $\frac{5}{10}$ feet, all on said land of the City of Boston, to land of Susan M. Loring: thence turning and running northerly, north-easterly and south-easterly on said last mentioned land and on land of Emily E. Sears and others by an irregular line two hundred and six and $\frac{5}{100}$ feet to other land of grantors and others: thence turning and running south-easterly by said curved line of 1719 $\frac{12}{100}$ feet radius on said last

mentioned land five hundred thirteen and 7/10 feet to the point of beginning; said parcel containing 40938 square feet, more or less, and being shown on a "plan of a part of proposed Muddy River Improvement" drawn by Alexis H. French, dated December 22, 1887, and on file at the office of the Park Commissioners of said City. And for the above named consideration we do, also hereby give and grant unto the said City of Boston the right to slope or bank the filling, where required for grading said parcel to any grade required for crossing the Brookline Branch of the Boston and Albany Railroad by a bridge, upon our remaining land abutting upon said parcel, and do also for ourselves and our successors and assigns covenant and agree with the said City of Boston that we will not and they shall not make or have any claim or demand against said City for damages in consequence of the omission by said City to build or maintain a retaining wall or bulkhead to support such filling. But this conveyance is made upon the condition that said City of Boston shall assume and pay all betterments that may be assessed upon our adjoining land in consequence of the laying out of the described premises for a public park.

To Have And to Hold the above-released premises, with all the privileges and appurtenances to the same belonging, to the said City of Boston, its successors and assigns, to its and their use and behoof forever, for the purposes aforesaid.

In Witness Whereof, we the said Mary R. Pelton and Charles H. Cotting, executors and trustees as aforesaid, have hereunto set our hands and seals this sixteenth day of January, in the year of our Lord one thousand eight hundred and eighty-eight.

Signed, sealed & delivered in presence of F. Alaric Pelton.

Mary R. Pelton
Chas. H. Cotting
Executors and Trustees of & under Will
F. W. Pelton.

Approved Roscoe P. Owen City Conveyancer.

Commonwealth of Massachusetts,

Suffolk, SS. January 16 1888.
Then personally appeared the above named
— Charles U. Cotting, executor and trustee —
and acknowledged the foregoing instrument to be his free act and deed.
Before me, Wm. F. Grubb, Justice of the Peace.
Boston Jan. 19. 1888 at 10 o'clock & 25 mins A.M.
Recd & Ent'd with Suffolk Deeds Libro 1807 page 39
Attest Thos. F. Temple Reg.

L. P. French
to
City of Boston.

— Know all Men by these Presents, —
That I, Lyman P. French, of Boston in the County of Suffolk and Commonwealth of Massachusetts, In consideration of fourteen hundred and thirty two and $\frac{83}{100}$ dollars paid by the City of Boston, the receipt whereof is hereby acknowledged, do hereby remise, release and forever Quitclaim to the said City of Boston, and its assigns forever, for the purposes of a public park, one undivided tenth of a certain parcel of land situate in that part of said Boston which was formerly Brookline, and bounded and described as follows, viz: beginning on the south-easterly line of said parcel at its intersection with a curved line of 1719 $\frac{12}{100}$ feet radius, and running south-westerly on land, now or late of the Union Mutual Life Insurance Company five and $\frac{65}{100}$ feet to land of said City of Boston: thence turning and running north-westerly by a curved line of 2148 $\frac{79}{100}$ feet radius three hundred and thirty-nine and $\frac{46}{100}$ feet, and by a curved line of 884 $\frac{24}{100}$ feet radius one hundred and forty six and $\frac{5}{10}$ feet, all on said land of said City, to land of Susan M. Loring: thence turning and running northerly, north-easterly and south easterly on said last mentioned land and on land of Emily E. Sears and others by an irregular line two hundred and six and $\frac{5}{100}$ feet to other land of said French and others: thence turning and running south-easterly by said first mentioned curved line on

said last mentioned land five hundred and thirteen and 1/100 feet to the point of beginning; and containing 40 938 square feet, more or less: said parcel being shown on a plan of a part of proposed Muddy River Improvement, drawn by Alexis H. French, C.E. dated December 22. 1887. and on file in the office of the Park Commissioners of said City of Boston. For my title see Lib. 1782. fol 123. And for the above named consideration I do also hereby give and grant to said City of Boston the right to slope or bank the filling, where required for grading said parcel to any grade required for crossing the Brookline Branch Railroad by a bridge, upon my remaining land abutting upon said parcel, and do also for myself and my heirs, executors, administrators and assigns covenant and agree with said City of Boston that I will not and they shall not make or have any claim or demand against said City for damages in consequence of the omission by said City to build or maintain a retaining wall or bulkhead to support such filling.

To Have And To Hold the above-released premises, with all the privileges and appurtenances to the same belonging, to the said City of Boston, its successors and assigns, to its and their use and behoof forever to be used only for the purposes of a public park. And I, the said Lyman P. French, for myself and my heirs, executors and administrators, do covenant with the said City of Boston, and its assigns, that the premises are free from all incumbrances made or suffered by me and that I will, and my heirs, executors and administrators shall, warrant and defend the same to the said City of Boston, and its assigns forever, against the lawful claims and demands of all persons, claiming by, through or under me but against none other. And the said City of Boston, by the acceptance of this deed, agrees to assume and pay all betterments that may be assessed upon the other adjoining land of said French in consequence of the laying out the above described parcel for a

public park.

In Witness Whereof, we, the said Lyman P. French and Mary E. French, wife of said Lyman P., who joins herein for the consideration aforesaid in token of her release of all right and title of or to both dower and homestead in the described premises, have hereunto set our hands and seals this thirty-first day of December, in the year of our Lord one thousand eight hundred and eighty-seven.

Signed, sealed & delivered in presence of:- eleven words interlined on the first page before signing C. I. Devens. Roscoe P. Owen to L.S.

Lyman P. French.

Mary E. French.

Approved Roscoe P. Owen City Conveyancer.

Commonwealth of Massachusetts.

Suffolk, SS. December 31, 1887.

Then personally appeared the above-named Lyman P. French and acknowledged the foregoing instrument to be his free act and deed.

Before me, Roscoe P. Owen, Justice of the Peace.

Boston, Decr. 31st 1887, at 2 o'clock & 10 mins. P.M. Recd. & Ent'd. with Suffolk Deeds. Lib 1805. Fol 15.

Attest Thos. F. Temple Reg.

S. M. Loring to City of Boston

Know all Men by these Presents,

That I, Susan M. Loring, wife of William Caleb Loring, of Newton in the County of Middlesex and Commonwealth of Massachusetts, In consideration of eleven hundred dollars to me paid by the City of Boston, the receipt whereof is hereby acknowledged, do hereby remise, release and forever Quitclaim to the said City of Boston, and its assigns forever, for the purposes of a public park a certain parcel of land situate on Muddy River in that part of said Boston which was formerly Brookline and bounded and described as follows, viz: beginning on the easterly line of said parcel at its intersection with a curved line of

884 $\frac{24}{100}$ feet radius, as shown on the plan hereinafter mentioned, and running northwesterly by said curved line on land of said City of Boston twenty five feet to land of Emily E. Sears and others: thence turning and running easterly on said last mentioned land by two lines forty seven and $\frac{20}{100}$ feet to land of Elizabeth G. Hoyt and others: thence turning and running southerly on said last mentioned land by two lines fifty and $\frac{10}{100}$ feet to the point of beginning; containing 1182 $\frac{5}{10}$ square feet, more or less, and being shown on a "plan of proposed Muddy River Improvement," drawn by Alexis H. French, Civil Engineer, dated Dec. 22, 1887, and on file in the office of the Park Commissioners of said City: being the same premises conveyed to me by deed of Sarah E. Lawrence et al. dated August 1, 1887, and recorded with Suffolk Deeds, Lib. 1788 fol 249. —

To Have And To Hold the above-released premises, with all the privileges and appurtenances to the same belonging, to the said City of Boston, its successors and assigns, to its and their use and behoof forever for the purposes aforesaid. And I, the said Susan M. Loring, for myself and my heirs, executors and administrators, do covenant with the said City of Boston, and its assigns, that the premises are free from all incumbrances made by me and that I will, and my heirs, executors and administrators shall, warrant and defend the same to the said City of Boston, and its assigns forever, against the lawful claims and demands of all persons, claiming by, through or under me but against none other. —

In Witness Whereof, we the said Susan M. Loring and the said William Caleb Loring, who joins herein in token of his assent hereto and of his release of all right, title and interest in the described premises, have hereunto set our hands and seals this

eleventh day of January, in the year of our Lord one thousand eight hundred and eighty-eight.
Signed, sealed and delivered in presence of - four words interlined before signing, the words "or suffered" stricken through before signing. Cliff Rogers Clapp. witness - to S. M. L. - W. C. L.

Susan M. Loring.
William Caleb Loring.

Approved, Roscoe P. Owen, City Conveyancer.

— Commonwealth of Massachusetts. —

Suffolk, SS. January 11. 1888.

Then personally appeared the above-named Susan M. Loring, and acknowledged the foregoing instrument to be her free act and deed. —

Before me. Cliff Rogers Clapp, Justice of the Peace.

Boston January 12. 1888. at 2 o'clock & 22 mins. P. M.

Received and Entered with Suffolk Deeds. Lib 1806. Page 286.

Attest Thos. F. Temple Reg.

Union Life Insurance Co. to City of Boston.

— Know all Men by these Presents. — That the Union Mutual Life Insurance Company, a corporation duly established under the laws of the State of Maine, In consideration of one hundred forty two and $\frac{80}{100}$ dollars, paid by the City of Boston, the receipt whereof is hereby acknowledged, do hereby remise, release and forever Quit claim to the said City of Boston, and its assigns forever, for the purposes of a public park, a certain parcel of land situate in that part of said Boston which was formerly Brookline, near Brookline Avenue and bounded and described as follows: beginning at a point in the south-westerly line of said parcel at the beginning of a curved line of 210 ft $\frac{79}{100}$ in feet radius shown in the plan hereinafter mentioned, and running north-westwardly by said curved line one hundred thirty one and $\frac{79}{100}$ feet on land of said City to land now or late of Elizabeth G. Hoyt and others; thence turning and running north-eastwardly on said last mentioned land five and $\frac{65}{100}$

feet to other land of said Company: thence turning and running south-eastwardly on said last mentioned land by a curved line of 1719 $\frac{12}{100}$ feet radius fifty-eight and $\frac{90}{100}$ feet, and by a straight line 74 $\frac{39}{100}$ feet to the point of beginning: Containing two hundred and four square feet, more or less, and being shown on a "plan of a part of proposed Muddy River Improvement," drawn by Alexis E. French, Civil Engineer, dated December 22, 1887, and on file in the office of the Park Commissioners of said City of Boston; being a portion of the premises conveyed to said Company by deed of George A. Meyer, dated June 21, 1877, and recorded with Suffolk Deeds, Lib. 1384 fol 183. And for the above named consideration said Company does also hereby give and grant unto the said City of Boston the right to slope or bank the filling, where required for grading the described parcel to any grade required for crossing the Brookline Branch Railroad by a bridge, upon its remaining land abutting upon said parcel and does also, for itself, its successors and assigns, covenant and agree with the said City of Boston that it will not and they shall not make or have any claim or demand against said City for damages in consequence of the omission by said City to build or maintain a retaining wall or bulkhead to support such filling.

To Have and to Hold the above-released premises, with all the privileges and appurtenances to the same belonging, to the said City of Boston, its successors and assigns, to its and their use and behoof forever for the purposes aforesaid. And the said Union Mutual Life Insurance Company, for itself and its successors does covenant with the said City of Boston, and its assigns, that the premises are free from all incumbrances made or suffered by it and that it will, and its successors shall, warrant and defend the same to the said City of Boston, and its assigns forever, against

the lawful claims and demands of all persons, claiming by, through or under it, but against none other.

In Witness Whereof, the said Union Mutual Life Insurance Company has caused its corporate seal to be hereto affixed, and these presents to be signed in its name and behalf by John E. DeWitt, its President, hereto duly authorized this nineteenth day of January, in the year of our Lord one thousand eight hundred and eighty-eight

Signed, sealed and delivered in presence of
One word having been written over an erasure, five words interlined and fourteen printed words stricken out before signing.
Charles L. Drummond.

Union Mutual Life Insurance Company
by John E. Dewitt
President.

State of Maine, Cumberland ss. Jany. 27, 1888.

Then personally appeared the above-named John E. DeWitt, President of the Union Mutual Life Insurance Company and acknowledged the foregoing instrument to be the free act and deed of said Company.

Before me, Charles L. Drummond Notary Public

(Extract from Article 9 of the By-Laws of the Union Mutual Life Insurance Company)

"The Finance Committee shall consist of the President, who shall be a member ex-officio, and four Directors; they shall hold meetings whenever the President shall deem it necessary, and shall superintendent and direct the investment of the funds of the Company. They may authorize a change of investments, a sale of securities, an assignment, discharge and release of Mortgages in whole or in part, and a foreclosure of the same in the manner provided by the laws of the State and County in which the mortgaged property is situated: and may authorize the sale of any real estate held by the Company or in trust for the Company; and whenever the Finance Committee shall authorize any of the foregoing, the President, and in his absence, by special vote of the Finance Committee, a member of said Committee, is authorized to do all acts, and to execute in the name of the Company and deliver

all the instruments necessary and proper for that purpose" Attest Arthur L. Bates Secretary.

At a meeting of the Finance Committee of the Union Mutual Life Insurance Company, held on the nineteenth day of January in the year Eighteen hundred and eighty-eight, the foregoing deed was approved, and John E. DeWitt its President directed to execute, acknowledge, and deliver the same. Attest Arthur L. Bates.

Secretary of the Finance Com^tee

Approved, Roscoe P. Owen, City Conveyancer.

Boston January 30, 1888. at 10 o'clk, & 46 min. A. M.

Received & Entered with Suffolk Deeds Lib 1808 page 113

Attest, Thos. F. Temple, Reg.

Ellen Morrow & al. to City of Boston.

—Know all Men by these Presents,—

That we, Ellen Morrow, of Boston in the Commonwealth of Massachusetts, widow, and Henrietta L. Rodgers, wife of Edwin A. Rodgers, of Sonora in the State of California, devisees under the will of Francis Morrow, late of said Boston, deceased,

In consideration of thirty-six hundred dollars to us paid by the City of Boston, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey to the said City of Boston, a certain parcel of land situate in said Boston and bounded and described as follows: beginning at a point on the south-easterly side of Downer street distant two hundred and eighty feet by said line of said street from Tremont street, and thence running south-eastwardly by a line at right angles with said Downer street seventy-five feet: then turning at a right angle and running north-eastwardly forty feet: then turning at a right angle and running north-westwardly seventy-five feet to said Downer street: then turning at a right angle and running

south-westwardly by said Downer street forty feet to the point of beginning; containing three thousand square feet, more or less, and being the same parcel conveyed to the said Francis Morrow by deed of William Finneren dated June 4. 1870. and recorded with Suffolk Deeds. Lib 1003. fol 200. The granted premises are shown on a "plan of a part of proposed Muddy River Improvement" drawn by Alexis H. French, dated September 1, 1882, and on file at the office of the Board of Park Commissioners of said City of Boston.

To Have And To Hold the aforegranted premises to the said City of Boston, its successors and assigns, in fee simple forever for the purposes of a public park. And we do hereby, for ourselves, our heirs, executors and administrators, covenant with the said City of Boston and its assigns, that we are lawfully seized in fee of the aforegranted premises; that they are free from all incumbrances except the taxes to be assessed for the current year, which the grantee is to assume, that we have good right to sell and convey the same to the said City of Boston and its assigns forever as aforesaid; and that we will, and our heirs, executors and administrators shall warrant and defend the same to the said City of Boston and its assigns forever against the lawful claims and demands of all persons.

In Witness Whereof, we the said Ellen Morrow and Henrietta C. Rodgers, together with the said Edwin A. Rodgers, who joins herein in token of his consent hereto, have hereunto set our hands and seals this twenty eighth day of May, in the year of our Lord one thousand eight hundred and eighty-eight.

Signed and sealed in presence of B. F. Baker to Ellen Morrow and Henrietta C. Rodgers.

Ellen Morrow
Henrietta C. Rodgers
Edwin A. Rodgers

Commonwealth of Massachusetts.

Norfolk, ss. Brookline May 28, 1888.

Then personally appeared the above-named Ellen Morrow and Henrietta C. Rodgers and acknowledged the fore-

going instrument to be their free act and deed,

Before me. B. F. Baker. Justice of the Peace for the Comth. of Mass.

Approved Roscoe P. Owen, City Conveyancer. ——

State of California, County of Tuolumne. SS. On this 6th day of June in the year one thousand eight hundred and eighty-eight, before me, F. W. Street a Notary Public in and for said Tuolumne County, residing therein, duly commissioned and sworn, personally appeared Edwin A. Rodgers known to me to be the person described in, whose name is subscribed to and who executed the within instrument, and who acknowledged to me that he executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my Official Seal, at my office in the County of Tuolumne, the day and year in this Certificate first above written. F. W. Street, Notary Public.

State of California, County of Tuolumne. SS

I, Joseph Fitzgerald County Clerk of said County, State aforesaid, and ex-officio Clerk of the Superior Court of said County, which said Court is a Court of Record, having a Clerk and Seal, do hereby certify that F. W. Street whose signature is affixed to the foregoing instrument, was at the time of signing the same a Notary Public, in and for said County, duly commissioned, sworn and authorized by law to take acknowledgements and that full faith and credit are due all his official acts as such. I further certify that I am well acquainted with the handwriting of said F. W. Street and verily believe the foregoing signature to be genuine. ——

Witness my hand, and the seal of said Court affixed at Sonora, this sixth day of June A. D., 1888. Joseph Fitzgerald, Clerk.

Boston, June 15th. 1888. at 2 h. 36 m. P. M. Received and entered with Suffolk Deeds lib 1827. page 38

Attest, Thos. F. Temple Register.

Bond.
Ellen Morrow
& al. to
City of Boston.

Know all Men by these Presents,

That we, Ellen Morrow, of Boston, and Henrietta C. Rodgers of Sonora, California, as principals, and Edward N. Perkins of Boston and S. Lothrop Thorndike, of Cambridge, as sureties, are holden and stand firmly bound and obliged unto the City of Boston, in the full and just sum of thirty-six hundred dollars to be paid unto the said City of Boston, or its Assigns: to which payment, well and truly to be made we bind ourselves, our Heirs, Executors, and Administrators, firmly by these presents.

Sealed with our seals Dated the twenty-eighth day of May in the year of our Lord one thousand eight hundred and eight-eight. The Condition of this Obligation is such, That whereas the City of Boston, by its Board of Park Commissioners, has purchased of said Ellen Morrow and Henrietta C. Rodgers, devisees under the will of Francis Morrow, late of said Boston, deceased, a certain parcel of land and buildings on Downer street in said Boston, being the same estate which was conveyed to said Francis by William Finneren by deed dated June 4, 1870, and recorded with Suffolk Deeds, Lib. 1003 fol 200; and whereas doubts have arisen as to the validity of the title conveyed by said Ellen and Henrietta, on account of the present uncertainty as to the sufficiency of the personal estate of said deceased for the payment of debts and charges of administration:

Now, therefore, if the said Ellen Morrow, as executrix of the will of said Francis, shall well and truly pay or cause to be paid all debts which shall be found to be due from said Francis and the charges of administering his estate, and save said City of Boston harmless and indemnified from and against any claim upon said parcel of land on account of said debts and charges, then this obligation shall be null and void: otherwise shall remain in full force and virtue.

Signed and sealed in presence of B. F. Baker to Ellen Morrow.
C. H. Doane, James A. Wells to H. C. R. & S. L. T.

Ellen Morrow.
Henrietta C. Rodgers
Edward N. Perkins
S. Lothrop Thorndike

F. V. Balch trustee et al. to City of Boston.

Know all men by these presents that I, Francis V. Balch, of Boston, in the County of Suffolk and Commonwealth of Massachusetts, as I am trustee under the last will of Catherine D. Hancock, late of said Boston deceased which said will was duly proved and allowed by the Probate Court for said County of Suffolk on the twelfth day of March, 1888, acting under and by virtue of the power to me given in and by said will, and of every other power and authority me hereto enabling, and I, Anna Catherine Page, wife of Kilby Page, of said Boston, in my own right, in consideration of twelve thousand seven hundred and forty eight and $\frac{16}{100}$ dollars to us paid by the City of Boston, the receipt whereof is hereby acknowledged, do hereby grant, bargain, sell, and convey unto the said City of Boston, for the purposes of a public park, two certain parcels of land situate in that part of said Boston which was formerly Roxbury, and bounded and described respectively as follows, viz: — — —

1. A parcel of land thus described: beginning at a point in the northerly line of Dimont Street at land now or formerly of Selim Devine and thence running northwardly by said land of Devine sixty-one and $\frac{88}{100}$ feet; thence turning and running north-westwardly by said land of Devine thirty eight feet to land now or formerly of Margaret Caulfield; thence turning and running north-eastwardly by said land of Caulfield and lands now or formerly of Griffin, Calmore, Crain, Morrow, Mc. Nally, Gray, Fraterman, Fahey, Hickey, Gray, Cahill, Gerety, and Sproules five hundred thirty-six and $\frac{48}{100}$ feet to land now or formerly of Patrick Ray; thence turning and running by said land of Ray south-eastwardly fifteen feet, north-eastwardly 40 feet, and northwestwardly nineteen and $\frac{79}{100}$ feet to Downer Street; thence turning and running north-eastwardly by said Downer Street two hundred and $\frac{52}{100}$ feet to land of the House of the

Good Shepherd; thence turning and running south-eastwardly by said last named land seventy-three and $\frac{22}{100}$ feet; thence turning and running south-westwardly on other land of grantors, by a curved line of eight hundred sixty-two and $\frac{87}{100}$ feet radius, thirty-nine and $\frac{20}{100}$ feet, by a curved line of fourteen hundred fourteen and $\frac{37}{100}$ feet radius one hundred twenty three and $\frac{70}{100}$ feet, by a straight line sixty-three and $\frac{30}{100}$ feet, by a curved line of seventeen hundred and seventy-nine feet radius three hundred three and sixty-four hundredths feet, by a straight line sixty feet, by a curved line of nine hundred forty-one and $\frac{80}{100}$ feet radius one hundred thirteen and $\frac{6}{100}$ feet, and by a curved line of three hundred seventy-nine and $\frac{40}{100}$ feet radius sixteen and $\frac{50}{100}$ feet; thence turning and running southwardly and south-eastwardly by a curved line of nineteen and $\frac{14}{100}$ feet radius forty-one and $\frac{97}{100}$ feet to Tremont street; thence turning and running westwardly by said Tremont street ninety and $\frac{39}{100}$ feet to the point of beginning; containing fifty three thousand thirty-one and $\frac{80}{100}$ square feet, more or less, and shown on a plan of a part of proposed Muddy River Improvement, made by Alexis H. French, Civil Engineer, dated December, 1888, and filed at the office of the Board of Park Commissioners of said City of Boston, to which plan reference may be had for a more particular description of the premises hereby conveyed.

2. Another parcel of land bounded south-eastwardly by Downer street one hundred nineteen and $\frac{54}{100}$ feet; south-westwardly by land now or formerly of Catherine Mooney seventy-five feet; north-westwardly by a line parallel with the north-westerly line of Downer street, and distant seventy-five feet north-westwardly therefrom one hundred sixty six and $\frac{5}{10}$ feet; north-eastwardly by land of the House of the Good Shepherd eighty-eight and $\frac{20}{100}$ feet; containing ten thousand seven hundred and nine square feet, more or less, as shown on the plan above referred to.

And for the above named consideration we also release to said City of Boston all our right, title, and interest in and to the fee of said Downer street.

And for said consideration we do also hereby give and grant unto said City of Boston the right to slope or bank the filling, where required for grading and constructing said park to the grade to be established therefor, upon our remaining land abutting upon said park, and do also, for ourselves and our successors, heirs, executors, administrators and assigns, covenant and agree with the said City of Boston that we will not and they shall not make or have any claim or demand against said City for damages in consequence of the omission by said City to build or maintain a retaining-wall or bulkhead to support such filling, or to support the bank on the line of said park, where cutting down is required for such grading, and further that we will not and they shall not remove or consent to the removal by any person other than the officers or agents of said City, of any portion of the filling placed or sloped upon our said remaining land abutting upon said park in grading the same as aforesaid, unless a retaining-wall or bulkhead to support said filling shall be built upon the line of our said remaining land abutting upon said park. But this release and conveyance is made on condition that if any betterments are assessed upon grantor's remaining land on account of the laying out and construction of said park, said betterments shall be assumed and paid by the City of Boston. And for the consideration aforesaid and the further consideration that said City of Boston shall construct along the boundary line of said park, within said parcels of land, a roadway and walk to which the grantors and their heirs, successors and assigns (owners or occupants of grantors' adjoining lands), shall have free access, with the right to use the same, subject to such reasonable rules and regulations as may from time to time be made by said Board of Park Commissioners, or by any other board or department having for the time being the control and management of said park, we do hereby covenant and agree

to and with said City of Boston, that we and our heirs, successors and assigns will hold our remaining land abutting upon said park, and to a depth of one hundred feet therefrom, subject to the following restrictions, which shall be inserted or referred to in any conveyance hereafter made by us of the whole or any part of said restricted land:

1. No building erected or placed upon said premises shall be used for a livery or public stable, or for any mechanical, mercantile or manufacturing purposes, nor shall exceed five stories in height above the basement or cellar, nor exceed sixty feet in height from the mean grade of the edgestone or sidewalk in front to the ceiling of the extreme upper story, excepting churches or chapels, and no roof shall be used for laundry or clothes drying purposes.

2. No wooden house arranged for more than one family, nor wooden block consisting of more than two houses, nor wooden house or block standing at a distance less than five feet from the side line of the lot upon which the same is placed, and no wooden house costing less than five thousand dollars, nor brick or stone house costing less than seven thousand dollars, nor apartment house costing less than four thousand dollars per suite of apartments, exclusive in each case of the cost of the land, shall be erected or placed upon said premises.

3. No building shall be erected or placed upon said premises within twenty-five feet from the exterior line of said park: provided that steps, windows, porticos, and other usual projections appurtenant to the front wall of a building are to be allowed in this reserved space of twenty-five feet, subject to the following limitations, viz: first, that no projections of any kind (other than door steps and balustrades connected therewith, and also cornices at the roof of the building) shall extend more than five feet from the rear line of the aforesaid space; second, that no projections in the nature of a bay-window, corner bay, circular front or octagon

front, with the foundation wall sustaining the same (such foundation wall being a projection of the front wall) will be allowed, excepting oriel windows above the first story on a street corner, unless any horizontal sections of such projections would fall within the external lines of trapezoids, the sum of whose bases upon the rear line of the aforesaid space does not exceed seven tenths of the whole front of the building, and the base of any one of which trapezoids does not exceed eighteen feet, and whose side lines make an angle of forty five degrees with the base: and each house in a block shall be considered a separate building within the meaning of this limitation. _____

The restrictions above set forth shall continue in force so long as such roadway and walk shall be maintained by said City of Boston and the grantors, their heirs, successors and assigns, as owners of grantors' adjoining lands, shall have free access thereto and liberty to use the same for the purposes of a way, subject to the rules and regulations aforesaid. _____

To have and to hold the afore-granted premises to the said City of Boston, in fee simple forever, for the purposes aforesaid. _____

And I, the said Anna Catherine Page, for myself and my heirs, executors and administrators, do covenant with the said City of Boston, that the granted premises are free from all incumbrances made or suffered by me, and that I will, and my heirs, executors and administrators shall warrant and defend the same to the said City of Boston and its assigns forever against the lawful claims and demands of all persons claiming by, through or under me, but against none others:

In witness whereof we, the said Francis V. Balch, trustee, and Anna Catherine Page, and I, the said Kilby Page, in token of my consent thereto and of my release of every possible right,

tills, or interest in the granted premises, have hereunto set our hands and seals this thirtieth day of March in the year eighteen hundred and eighty-nine.

Francis V. Balch Trustee

Signed and sealed in presence of. } Anna L. Page
Kilby Page

Commonwealth of Massachusetts.

Suffolk, ss. April 9. 1889

Then personally appeared the above named Francis V. Balch, trustee, Anna L. Page, and Kilby Page and acknowledged the foregoing instrument to be their free act and deed.

Before me, Chas. F. Perry, Justice of the Peace.

Boston April 16 1889 at 2 o'clock & 28 mins. P. M.
Received and Entered with Suffolk Deeds, Lib. 1871. page 337.
Attest, Thos. F. Temple Reg.
Approved, Roscoe P. Owen, City Conveyancer.

N. M. Downer to City of Boston.

Know all Men by these presents that I, Nancy M. Downer, of Boston in the Commonwealth of Massachusetts, widow, in consideration of eighteen thousand five hundred dollars to me paid by the City of Boston, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey to the said City of Boston, and its assigns forever, for the purposes of a public park, two certain parcels of land situate in that part of said Boston which was formerly Roxbury, and bounded and described respectively as follows, viz:

1. A parcel of land thus described: beginning at a point in the north-westerly line of Brookline Avenue distant three hundred ninety four and $\frac{97}{100}$ feet south-westwardly from Francis street, and running thence north-westwardly on land of the Aspinwall Land Company about fifty feet to the boundary line between Boston and Brookline: thence running north-westwardly by said boundary line about two hundred and forty four feet to said land of the Aspinwall

Land Company; thence running north-westwardly on said land of said Company about two hundred and nineteen feet to said boundary line between Boston and Brookline; thence running north-eastwardly, north-westwardly and again north-eastwardly by said boundary line about eight hundred and ten feet to Francis street extended; thence running south-eastwardly by said Francis street about three hundred ninety two and $\frac{37}{100}$ feet to a point distant two hundred fifty nine and $\frac{26}{100}$ feet north-westwardly from said Brookline avenue; thence running westwardly by a curved line of sixty feet radius sixty eight and $\frac{83}{100}$ feet, south-westwardly by a straight line thirty-seven and $\frac{85}{100}$ feet and by a curved line of twenty-five feet radius thirty and $\frac{70}{100}$ feet; south-eastwardly by a curved line of three hundred eighty-three and $\frac{6}{100}$ feet radius one hundred forty-two and $\frac{47}{100}$ feet, by a curved line of fourteen hundred and eight and $\frac{33}{100}$ feet radius one hundred thirty-two and $\frac{37}{100}$ feet, by a straight line thirty-seven and fifty-six hundredths feet, by a curved line of eight hundred sixty-five and $\frac{97}{100}$ feet radius thirty-one and $\frac{18}{100}$ feet, and eastwardly by a curved line of twenty feet radius thirty-nine and $\frac{13}{100}$ feet, all on other land of grantor, to said Brookline avenue; thence running south-westwardly on said Brookline avenue one hundred and seventy three feet to the point of beginning; containing 148943 square feet, more or less.

2. Another parcel of land thus described: beginning at a point in the south-easterly line of Brookline avenue distant six hundred eighty three and $\frac{36}{100}$ feet north-eastwardly from its intersection with the boundary line between Boston and Brookline, and running thence south-eastwardly by a curved line of twenty feet radius twenty-one and $\frac{20}{100}$ feet, by a curved

line of eight hundred sixty-five and $\frac{97}{100}$ feet radius one hundred and three feet; and southwardly and south-westwardly by a curved line of four hundred seventy eight and $\frac{34}{100}$ feet radius three hundred twenty one and $\frac{38}{100}$ feet, all on other land of grantor, to land of John R. Hall; thence running north-westwardly on said land of Hall two hundred ninety six and $\frac{43}{100}$ feet to said Brookline avenue; thence running north-eastwardly on said avenue four hundred and forty feet to the point of beginning; containing 71989 square feet, more or less.

And for the consideration aforesaid I hereby remise, release, and forever quitclaim unto the said City of Boston all my right, title and interest in and to the fee of that part of said Francis street and of said Francis street extended which adjoins the parcel first above described.

The granted premises are shown on a plan of "proposed Muddy River Improvement," dated Sept. 1. 1882, on file at the office of the Board of Park Commissioners of said City of Boston, to which plan reference may be had for a more particular description.

And for the above named consideration I do also hereby give and grant unto the said City of Boston the right to slope or bank the filling, where required for grading and constructing said park to the grade to be established therefor, upon my remaining land abutting upon said park, and do also, for myself and my heirs, executors, administrators and assigns, covenant and agree with the said City of Boston that I will not and they shall not make or have any claim or demand against said City for damages in consequence of the omission by said City to build or maintain a retaining wall or bulkhead to support such filling, or to support the bank on the line of said park, where cutting down is required for such grading; and further that I will not and they shall not remove, or consent to the removal, by any person other than the officers or agents of said City, of any portion of the filling placed or sloped upon my said remaining land abutting

upon said park, in grading the same as aforesaid, unless a retaining-wall or bulkhead to support said filling shall be built upon the line of my said remaining land abutting upon said park. Provided, however, and this release and conveyance is made upon condition that if any betterments are assessed upon grantor's adjoining lands on account of the laying out and construction of said park, such betterments shall be assumed and paid by said City of Boston.

And for the consideration aforesaid, and the further consideration that said City of Boston shall construct along the boundary line of said park within said parcels of land, a roadway and walk to which the grantor and her heirs and assigns, (owners or occupants of grantor's adjoing lands) shall have free access, with the right to use the same, subject to such reasonable rules and regulations as may from time to time be made by the Board of Park Commissioners of said City, or by any other board or department having for the time being the control and management of said park, I do hereby, for myself and my heirs, executors, and administrators, covenant with the said City of Boston that I, and my heirs and assigns, will hold my remaining land abutting upon said park, and to a depth of one hundred feet therefrom, subject to the following restrictions which shall be inserted or referred to in any conveyance hereafter made by me of the whole or any part of said restricted lands:

1. No building erected or placed upon said premises shall be used for a livery or public stable, or for any mechanical, mercantile or manufacturing purposes, nor shall exceed five stories in height above the basement or cellar, nor exceed sixty feet in height from the mean grade of the edgestone or sidewalk in front to the ceiling of the extreme upper story, excepting churches or chapels, and no roof shall be used for laundry or clothes-drying purposes.

2. No wooden house arranged for more than one family, nor wooden block consisting of more than two houses, nor wooden house or block standing at a distance less than five feet from the side line of the lot upon which the same is placed, and no wooden house costing less than five thousand dollars, nor brick or stone house costing less than seven thousand dollars, nor apartment house costing less than four thousand dollars per suite of apartments, exclusive in each case of the cost of the land, shall be erected or placed upon said premises.

3. No building shall be erected or placed upon said premises within twenty five feet from the exterior line of said park: provided that steps, window, porticos, and other usual projections appurtenant to the front wall of a building are to be allowed in this reserved space of twenty-five feet, subject to the following limitations, viz: first, that no projections of any kind (other than door steps and balustrades connected therewith, and also cornices at the roof of the building) shall extend more than five feet from the rear line of the aforesaid space; second, that no projections in the nature of a bay window, corner-bay, circular front, or octagon front, with the foundation wall sustaining the same (such foundation wall being a projection of the front wall) will be allowed, excepting oriel windows above the first story on a street corner, unless any horizontal sections of such projections would fall within the external lines of trapezoids, the sum of whose bases upon the rear line of the aforesaid space does not exceed seven tenths of the whole front of the building, and the base of any one of which trapezoids does not exceed eighteen feet, and whose side lines make an angle of forty five degrees with the base; and each house in a block shall be considered a separate building within the meaning of this limitation.

The restrictions above set forth shall continue in force so long as such roadway and walk shall be maintained by said City of Boston and the grantor,

her heirs and assigns, as owners of grantor's adjoining lands, shall have free access thereto and liberty to use the same for the purposes of a way, subject to the rules and regulations aforesaid.

To have and to hold the aforegranted premises to the said City of Boston and its assigns in fee simple forever for the purposes aforesaid.

And I, the said grantor, for myself and my heirs, executors and administrators, do covenant with the said City of Boston and its assigns that I am lawfully seized in fee of the aforegranted premises; that they are free from all incumbrances; that I have good right to sell and convey the same to the said City of Boston and its assigns forever as aforesaid; and that I will, and my heirs, executors and administrators shall warrant and defend the same to the said City of Boston and its assigns forever against the lawful claims and demands of all persons.

In witness whereof, I, the said Nancy M. Downer have hereunto set my hand and seal this third day of April, in the year one thousand eight hundred and eighty-nine.

Signed and sealed
in presence of
Joseph R. Churchill. } Nancy M. Downer.

— Commonwealth of Massachusetts. —

Suffolk, SS. April 3. 1889. Then personally appeared the above-named Nancy M. Downer and acknowledged the aforegoing instrument to be her free act and deed,

Before me, Joseph R. Churchill, Justice of the Peace.

Approved, Roscoe F. Owen, City Conveyancer.

Boston April 11. 1889, at 10 o'clock & 12 min. P. M.

Received and Entered with Suffolk Deeds Lib. 1870 pag 337.

Attest, Wm. P. Tenney, Reg.

D. Madden to City of Boston.

Know all Men by these Presents,
That I, Daniel Madden, of Brookline in the Commonwealth of Massachusetts, in consideration of seven hundred and fifty dollars to me paid by the City of Boston, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey to the said City of Boston, for the purposes of a public park, a certain parcel of land situate in that part of Boston in said Commonwealth which was formerly Roxbury and bounded as follows: beginning at a point in the north-westerly line of Downer street distant seven hundred sixty one and 8/10 feet north-eastwardly from Tremont street measuring along the north-westerly side of said Downer street; and from said point running north-westwardly on a line perpendicular to said Downer street by land now or formerly of Catherine Nols seventy five feet: thence turning and running north-eastwardly by a line parallel to said Downer street forty feet: thence turning and running south eastwardly on a line parallel to the first described boundary seventy-five feet to said Downer street; and thence turning and running south-westwardly by said Downer street forty feet to the point of beginning; containing three thousand square feet, as shown on a "plan of a part of Roxbury Muddy River Improvement" drawn by Alexis H. French, C.E. dated September 1. 1882. on file at the office of the Board of Park Commissioners, to which plan reference may be had, and being the same premises conveyed to me by deed of Catherine D. Hancock, dated June 4. 1870 and recorded with Suffolk Deeds Lib. 1004. fol 215. —
To Have And To Hold the aforegranted premises to the said City of Boston, its successors and assigns, in fee simple forever. And I do hereby, for myself, my heirs, executors and administrators, covenant with the said City of Boston and its assigns, that I am lawfully seized in fee of the aforegranted premises; that they are free from all incumbrances that I have good right to sell and convey the same to the said

City of Boston and its assigns forever as aforesaid; and that I will, and my heirs, executors and administrators shall warrant and defend the same to the said City of Boston and its assigns forever against the lawful claims and demands of all persons.

And for the consideration aforesaid, I, Margaret Madden, wife of the said Daniel, do hereby release unto the said City of Boston, its successors and assigns, all right of dower and homestead exemption in the granted premises.

In Witness Whereof, we the said Daniel Madden and Margaret Madden have hereunto set our hands and seals this twenty-seventh day of April, in the year of our Lord one thousand eight hundred and eighty-nine.

Signed and sealed in presence of
Elizabeth R. Fay
Witness to both.

Daniel his X mark Madden (seal)
Margaret her X mark Madden (seal)

Commonwealth of Massachusetts.

Norfolk, ss. April 27th. 1889.

Then personally appeared the above-named Daniel Madden and acknowledged the foregoing instrument to be his free act and deed,

Before me, John Lowell Jr. Justice of the Peace.

Approved, Roscoe P. Owen City Conveyancer.

Boston, April 29. 1889. at 11 h. 33 m. a. m.

Received and entered with Suffolk Deeds lib. 1873 page 508

Attest, Thos. F. Temple, Register.

D. H. Kent and Wife to City of Boston.

Know all Men by these Presents, That we, Daniel H. Kent, of Boston in the county of Suffolk and Commonwealth of Massachusetts, and Freelove S. Kent, wife of said Daniel H. in her right, In consideration of four thousand dollars to us paid by the City of Boston, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey to the said City of

Boston, for the purposes of a public park, a certain parcel of land situate in that part of said Boston which was formerly West Roxbury and bounded and described as follows: beginning at a point on the south-easterly side of Centre street at the most northerly corner of the granted premises, thence running on the line of said Centre street in a southwesterly direction about two hundred ninety eight and $\frac{70}{100}$ feet: thence turning and running southeastwardly on land now or late of Skinner about two hundred fifty seven and $\frac{41}{100}$ feet: thence turning and running north-eastwardly on land heretofore taken from said Freelove S. by the Board of Park Commissioners of said City about two hundred forty two and $\frac{94}{100}$ feet; thence turning and running on land formerly of the President and Fellows of Harvard College, but now of said City, by three courses, northwestwardly, more northwardly and again north-westwardly, about three hundred and fifty and $\frac{80}{100}$ feet to the point of beginning: containing sixty thousand three hundred and seventy three square feet, more or less, and being shown on a plan of lands taken from the President and Fellows of Harvard College and others for a public park, drawn by Henry M. Wightman, City Engineer, dated December 30, 1882, on file at the office of said Board of Park Commissioners, to which plan reference may be had for a more particular description of the granted premises.

It is understood and agreed that the barn and summer house now standing on the described land shall not pass by this conveyance, provided the said grantors shall remove the same within six months from the date hereof.

To Have And To Hold the afore granted premises to the said City of Boston, its successors and assigns, in fee simple forever. And we do hereby, for ourselves, our heirs, executors and administrators, covenant with the said City of Boston and its assigns, that said Freelove S. is lawfully seized in fee of the afore granted premises; that they are free from all incumbrances that we have good right to sell and convey the same to the said

City of Boston and its assigns forever as aforesaid; and that we will, and our heirs, executors and administrators shall warrant and defend the same to the said City of Boston and its assigns forever against the lawful claims and demands of all persons.

In Witness Whereof, we the said Daniel H. Kent and Freelove S. Kent have hereunto set our hands and seals this thirtieth day of April, in the year of our Lord one thousand eight hundred and ninety.

Signed and sealed in presence of Roscoe P. Owen. } Daniel H. Kent. Freelove S. Kent.

Commonwealth of Massachusetts.

Suffolk, SS. April 30. 1890.

Then personally appeared the above-named Freelove S. Kent and acknowledged the foregoing instrument to be her free act and deed, Before me, Roscoe P. Owen, Justice of the Peace.

Approved. Roscoe P. Owen, City Conveyancer.

Boston, April 30 1890. 11 h. 34 m. A.M.

Received and entered with Suffolk Deeds lib. 1932 page 531

Attest, Thos. F. Temple. Reg.

Wm. H. Finney to City of Boston.

Know all Men by these Presents. That I, William H. Finney, of Brookline in the County of Norfolk and Commonwealth of Massachusetts, In consideration of thirteen thousand nine hundred sixty six and 50/100 dollars to me paid by the City of Boston, the receipt whereof is hereby acknowledged and of the right of way hereinafter mentioned, do hereby give, grant, bargain, sell and convey to the said City of Boston, for the purposes of a public park, a certain parcel of land situate in said Boston adjoining the Longwood Entrance of the Back Bay Park, so called, and bounded and described as follows: beginning at a point in the north-easterly line of said Entrance at land of William G. Pinney and others,

said point being distant four hundred five and $\frac{65}{1000}$ feet from Brookline avenue, and running thence north-easterly on said land of Pinney and others by two lines measuring respectively twenty-five and $\frac{71}{100}$ feet and sixteen and $\frac{62}{100}$ feet to land of William H. Lincoln and John W. Candler: thence turning and running south easterly by said land of Lincoln and Candler by five lines measuring respectively three and $\frac{42}{1000}$ feet, nine and $\frac{386}{1000}$ feet, twenty six and $\frac{657}{1000}$ feet, fifty and $\frac{379}{1000}$ feet, and eight and $\frac{692}{1000}$ feet to other land of grantor: thence turning and running south-easterly but more southerly by other land of grantor by a curved line of sixty four hundred seventy-four and $\frac{70}{100}$ feet radius four hundred seventy six and $\frac{79}{100}$ feet and by another curved line of three hundred ninety and $\frac{0}{100}$ feet radius one hundred thirty three and $\frac{737}{1000}$ feet to land of the Boston Water Power Company: thence turning and running south-westerly by said last mentioned land $\frac{768}{1000}$ of a foot: thence turning and running westerly by said park by a curved line of one hundred and eighty feet radius one hundred two and $\frac{10}{100}$ feet to said Entrance: thence turning and running north-westerly by said north-easterly line of said Entrance five hundred ninety seven and $\frac{34}{100}$ feet to the point of beginning: containing thirty eight thousand seven hundred and forty six square feet, more or less, and being a portion of the premises conveyed to me by deeds of Josiah B. Kendall dated respectively June 5 and August 5, 1889 and recorded with Suffolk Deeds, Lib. 1880 fol. 399 and Lib. 1892 fol. 62.—

And for the above-named consideration I do also hereby give and grant unto the said City of Boston the right to slope or bank the filling, where required for grading said park, to the grade to be established therefor by the Park Commissioners of said City, upon my remaining land abutting upon said park, and do also, for myself and my heirs, executors, administrators and assigns, covenant and agree with the said City of Boston that I will not and they shall not make

or have any claim or demand against said City for damages in consequence of the omission by said City to build or maintain a retaining-wall or bulkhead to support such filling, or to support the bank on the line of said park, where cutting down is required for such grading, and further that I will not, and they shall not remove or permit to be removed by any person other than the officers or agents of said city any portion of the filling placed or sloped upon my said remaining land abutting upon said park in grading the same as aforesaid, unless a retaining-wall or bulkhead to support said filling shall be built upon the line of my said remaining land abutting upon said park. The described premises are shown on a plan to be recorded herewith and also on a similar plan made by William Jackson, City Engineer dated March 14, 1890, and filed in the office of said Park Commissioners, to which plan reference may be had for a more particular description of said premises.

This conveyance is made upon the express condition that if any betterments are assessed upon estates belonging to me on account of the laying out and construction of said park, said betterments shall be assumed by said City of Boston.

And for the above-named consideration, and the further consideration that said City of Boston shall construct along the boundary line of said park, within said parcel of land, a roadway and walk to which I and my heirs and assigns (owners or occupants of adjoining lands of grantor,) shall have free access, with the right to use the same for the purposes of a way, subject to such reasonable rules and regulations as may from time to time be made by the Park Commissioners of said city, or by any other board or department having for the time being the control and management of said park, I hereby, for myself and my heirs, executors, and administrators, covenant with said City of Boston, that

I and my heirs and assigns will hold my remaining land abutting upon said park, and to a distance of one hundred feet therefrom, subject to the following restrictions, which shall be inserted or referred to in any conveyance hereafter made by me of the whole or any part of said restricted land:-

1. No building erected or placed upon said premises shall be used for a livery or public stable, or for any mechanical, mercantile or manufacturing purposes, nor exceed five stories in height above the basement or cellar, nor exceed sixty feet in height from the mean grade of the edgestone or sidewalk in front to the ceiling of the extreme upper story (excepting churches or chapels), and no roof shall be used for laundry or clothes-drying purposes.

2. No brick or stone house house costing less than seven thousand dollars, nor apartment house costing less than four thousand dollars per suite of apartments, exclusive in each case of the cost of the land, shall be erected or placed upon said premises.

3. No building shall be erected or placed upon said premises within twenty feet from the exterior line of said park; provided that steps, windows, porticos, and other usual projections appurtenant to the front wall of a building are to be allowed in this reserved space of twenty feet, subject to the following limitations, viz.: first, that no projections of any kind (other than door-steps and balustrades connected therewith, and also cornices at the roof of the building) shall extend more than five feet from the rear line of the aforesaid space; second, that no projections in the nature of a bay-window, corner-bay, circular front, or octagon front, with the foundation wall sustaining the same (such foundation wall being a projection of the front wall), will be allowed (excepting oriel windows above the first story in a street corner), unless any horizontal sections of such projections would fall within the external lines of trapezoids, the sum of whose bases upon the rear line of the aforesaid space does not exceed seven-tenths of the whole front of the building, and

the base of any one of which trapezoids does not exceed eighteen feet, and whose side lines make an angle of forty-five degrees with the base; and each house in a block shall be considered a separate building within the meaning of this limitation.

The restrictions above set forth shall continue in force so long as such roadway and walk shall be maintained by said City of Boston, and the grantor, his heirs and assigns, owners or occupants of grantor adjoining lands, shall have free access thereto and liberty to use the same for the purposes of a way, subject to the rules and regulations aforesaid.

To Have And To Hold the aforegranted premises to the said City of Boston in fee simple forever. And I, the said William H. Finney for myself and my heirs, executors and administrators, do covenant with the said City of Boston, that I am lawfully seized in fee of the aforegranted premises; that they are free from all incumbrances, except the taxes for the current year, which are to be paid by me; that I have good right to sell and convey the same to the said City of Boston forever as aforesaid; and that I will, and my heirs, executors and administrators shall warrant and defend the same to the said City of Boston forever against the lawful claims and demands of all persons.

In Witness Whereof, I the said William H. Finney and Sarah B. Finney my wife, who joins herein for the consideration aforesaid, in token of her release of all right and title of or to both dower and homestead in the granted premises have hereunto set our hands and seals this seventeenth day of July, in the year of our Lord one thousand eight hundred and ninety.

Signed and sealed in presence of (printed words relating to wooden houses and the word "five" in two places stricken out before signing, and the words "and of the right of way hereinafter mentioned" interlined.) Gordon Dexter to W. H. F. Bessie C. Finney to S. B. F.

Wm. H. Finney. (L.S.)

Sarah B. Finney. (L.S.)

Commonwealth of Massachusetts.

Suffolk, SS. July 29th 1890.

Then personally appeared the above named William H. Pinney and acknowledged the foregoing instrument to be his free act and deed,

Before me, Chas Frank Day Justice of the Peace.

Approved Chas Frank Day, City Conveyancer.

Boston, July 29. 1890. 11 h. 35 m A. M.

Received and entered with Suffolk Deeds, lib. 1949 page 346

Attest, Thos. F. Temple. Register.

Release of Mortgage. W. G. Webb to City of Boston.

Know all Men by these Presents that I, William G. Webb, the assignee of a certain mortgage given by Josiah A. Kendall to William H. Lincoln dated March 16 A. D. 1889, and recorded with Suffolk Deeds, Libro 1866 folio 345, in consideration of one dollar paid by the City of Boston, a municipal corporation duly established by law, the receipt whereof is hereby acknowledged do hereby remise, release, and forever quitclaim unto the said City of Boston, for the purposes of a public park, all the right, title and interest which I may have under the aforesaid mortgage in or to the following-described parcel of land, being a portion of the premises therein conveyed, namely a certain parcel of land situate in said Boston adjoining the Longwood Entrance of the Back Bay Park, so called, and bounded and described as follows: beginning at a point in the north-easterly line of said Entrance at land of William G. Pinney and others, said point being distant four hundred five and $\frac{65}{1000}$ feet from Brookline Avenue, and running thence north-easterly on said land of Pinney and others by two lines measuring respectively twenty five and $\frac{70}{100}$ feet and sixteen and $\frac{62}{100}$ feet to land of William H. Lincoln and John W. Candler; thence turning and running south easterly by said land of Lincoln and Candler by five lines measuring respectively three and $\frac{42}{1000}$ feet, nine and $\frac{386}{1000}$ feet, twenty six and $\frac{657}{1000}$ feet, fifty and $\frac{379}{1000}$ feet and eight and $\frac{692}{1000}$ feet to

other land subject to said mortgage; thence turning and running south-easterly but more southerly by said last mentioned land by a curved line of sixty four hundred seventy four and $\frac{70}{100}$ feet radius four hundred seventy six and $\frac{79}{100}$ feet and by another curved line of three hundred ninety and $\frac{0}{100}$ feet radius one hundred thirty three and $\frac{732}{1000}$ feet to land of the Boston Water Power Company; thence turning and running southwesterly by said last mentioned land $\frac{768}{1000}$ of a foot; thence turning and running westerly by said park by a curved line of one hundred and eighty feet radius, one hundred two and $\frac{10}{100}$ feet to said Entrance; thence turning and running north westerly by said north-easterly line of said Entrance five hundred ninety-seven and $\frac{34}{100}$ feet to the point of beginning; containing thirty-eight thousand seven hundred and forty six square feet; more or less. ——

And for the above-named consideration I do also hereby, to the extent of my title as mortagee as aforesaid release and grant unto the said City of Boston the right to slope or bank the filling, where required for grading said park to the grade to be established therefor by the Park Commissioners of said City, upon the remaining land subject to said mortage, abutting upon said park, and so also, for myself and those claiming under me as mortgagee as aforesaid, covenant and agree with the said City of Boston that I will not, and they shall not, make or have any claim or demand against said City for damages in consequence of the omission by said City to build or maintain a retaining-wall or bulkhead to support such filling, or to support the bank on the line of said park, where cutting down is required for such grading, and further that I will not, and they shall not, remove or authorize to be removed by any person other than the officers or agents of said City any portion of the filling placed or sloped upon said remaining land subject to said mortgage, abutting upon said park, in grading

the same as aforesaid, unless a retaining-wall or bulk-head to support said filling shall be built upon the line of said remaining land subject to said mortgage, abutting upon said park. The described premises are shown on a plan to be recorded with a deed of William H. Finney, of even date herewith, and also on a similar plan made by William Jackson, City Engineer dated March 14, 1890, and filed in the office of said Park Commissioners, to which plan reference may be had for a more particular description of said premises. ——

And for said consideration, I do also, for myself and them claiming under me as mortgagee as aforesaid, covenant and agree with the said City of Boston, that, in case of foreclosure of said mortgage for breach of condition thereof, I and they, and my and their heirs and assigns, will hold the remainder of the land described in said mortgage abutting upon said park, and to a distance of one hundred feet therefrom, subject to the same restrictions as to the position, construction, and use of buildings as are contained in the deed, of even date herewith, of William H. Finney owner of the equity of redemption of the premises described in said mortgage, conveying to said City of Boston the premises described herein; provided, however, that said City shall construct and maintain the roadway and walk mentioned in said deed, and that the owners and occupants of the adjoining lands subject to said mortgage shall have the rights in said roadway and walk set forth in said deed. ——

This release is made upon the express condition that if any betterments are assessed upon the remaining land subject to said mortgage on account of the laying out and construction of said park, said betterments shall be assumed by said City of Boston. ——

To Have and to Hold the above released premises to the said City of Boston and its successors and assigns, to its and their own use and behoof forever.

But this release shall not in any way affect or impair my right to hold under the said mortgage, as

security for the sum remaining due thereon, or to sell under the power of sale in said mortgage contained, all the remainder of the premises therein conveyed and not hereby released.

In Witness Whereof I the said William G. Webb have hereunto set my hand and seal this seventeenth day of July in the year one thousand eight hundred and ninety.

In presence of Wm. H. Simonds Jr. } W. Geo. Webb.

Approved Chas Frank Day, City Conveyancer.

Commonwealth of Massachusetts.

Essex SS., Salem July 24 A.D. 1890.

Then personally appeared the above named William G. Webb and acknowledged the foregoing instrument to be his free act and deed,

Before me, Wm H. Simonds Jr. Justice of the Peace.

Boston, July 29th 1890 at 11 h. 35 m. a. m.

Received and entered with Suffolk Deeds, Libro 1949 page 353.

Attest, Thos. P. Temple, Register.

Boston, Revere Beach and Lynn R.R. Co. to City of Boston.

Abutments of bridge over B.R.B. & L.R.R.

Know all Men by these Presents that the Boston, Revere Beach and Lynn Railroad Company, a Corporation established under the laws of the Commonwealth of Massachusetts, in consideration of one dollar and other valuable considerations to it paid by the City of Boston, a municipal corporation in said Commonwealth, the receipt whereof is hereby acknowledged, does hereby give and grant unto said City of Boston, the right to enter upon the location of said Company's railroad at its junction with the proposed street or parkway leading to Wood Island Park, so called, in that part of said Boston known as East Boston, and to construct and forever maintain therein the foundation courses of the abutments and wing-walls of the proposed bridge over said railroad to the grade of one and 75/100 feet below the present grade of the tracks of said railroad and to occupy for said purpose, up to said grade, a parcel of land one foot wide on each side of said location and shown in blue on a plan entitled "Plan showing land occupied by wing-walls and foundation course of abutments of bridge over the B.R.B. & L.R.R.", made by William Jackson, City Engineer, dated Feb. 25, 1887, and

deposited in the office of the Board of Park Commissioners of said City, the parcel on the northerly side of said location measuring one hundred and seventy six feet and the parcel on the southerly side of said location, one hundred and forty two feet in length.

To have and to hold the above granted rights to the said City of Boston, its successors and assigns forever.

In witness whereof, the said Boston, Revere Beach and Lynn Railroad Company has caused its corporate seal to be hereto affixed and these presents to be signed, acknowledged and delivered in its name and behalf by Edwin Walden, its President, hereto duly authorized this 21st day of April, A.D. 1887.

Boston, Revere Beach and
Lynn Railroad Company (Seal.)
by Edwin Walden, President.

— Commonwealth of Massachusetts —

Suffolk ss. April 21, 1887.

Then personally appeared Edwin Walden, President of the Boston, Revere Beach and Lynn Railroad Company, and acknowledged the foregoing instrument to be the free act and deed of said Company.

Before me, John A. Ferno,
Justice of the Peace

At a meeting of the Directors of the Boston, Revere Beach and Lynn Railroad Company duly held at Boston, April 13, 1887, it was

Voted, that Edwin Walden, the President, be and he hereby is authorized in the name and behalf of the Company to execute, acknowledge and deliver to the City of Boston a grant of the right forever to use, for the purpose of constructing and maintaining the foundation courses of the wing walls and abutments of the proposed bridge over the Company's railroad at the entrance to Wood Island Park, to the grade of one and 75/100 feet below the present grade of the tracks of said railroad, two parcels of land each one foot wide, as shown in blue on a plan made by William Jackson, City Engineer, dated Feb. 25, 1887, and deposited in the office of the Board of Park Commissioners of said City. A true copy from the records.

Attest, John A. Ferno, Clerk of the Corporation.

Boston, July 18, 1890, at 12 o'clock and 57 min. P.M. Received and entered with Suffolk Deeds, Lib. 1947. Page 507. Attest, Thos. J. Temple, Register.

Town of Brookline to City of Boston

Know all Men by these Presents, that the Town of Brookline, a municipal corporation duly established by law in the County of Norfolk and Commonwealth of Massachusetts, in consideration of one dollar and other good and valuable consideration to it paid by the City of Boston, a municipal corporation duly established by law in the County of Suffolk in said Commonwealth, receipt whereof is hereby acknowledged, doth hereby remise, release and forever Quitclaim unto said City of Boston its successors and assigns forever ----

A certain parcel of land belonging formerly to Louis H. Converse bounded Southeasterly and Westerly by the axis line of Muddy River, about [illegible] hundred and thirty [illegible] feet; Northwesterly by the present boundary line between Brookline and Boston, about four hundred and ninety four feet, containing about 86,425 square feet.

A certain parcel of land belonging formerly to heirs of David Sears and to the Overseers of the Poor of the City of Boston, bounded Southerly by the axis line of Muddy River, about one hundred and eighty two feet; Northerly by the present boundary line between Brookline and Boston, about one hundred and seventy eight feet. Containing about 1925 square feet.

A certain parcel of land belonging formerly to the Boston and Albany Railroad, Trustees of Augustus Aspinwall et al., bounded: Easterly by the former boundary line between Brookline and Boston and by the axis line of Muddy River, about eight hundred and thirty six feet; Westerly by the present boundary line between Brookline and Boston, about seven hundred and ninety four and 53/100 feet. Containing about 36,116 square feet.

A certain parcel of land belonging formerly to heirs of R. S. Davis, bounded Northeasterly and Southeasterly by the axis line of Muddy River, about four hundred and fifty five feet; Southwesterly and Northwesterly by the present boundary line between Brookline and Boston, about two hundred and thirty nine feet. Containing about 33,506 square feet.

A certain parcel of land belonging formerly to John L. DeWolf and the Aspinwall land company, bounded: Northwesterly by the axis line of Muddy River and the former boundary line between Brookline and Boston, about two hundred and two feet; Southeasterly by the side line of Brookline Avenue, about two hundred and thirty seven feet; Southwesterly, Northwesterly and Southwesterly by the present boundary line between Brookline and Boston, about four hundred and nine and 30/100 feet. Containing about 20,739 square feet.

A certain parcel of land belonging formerly to J. R. Hall, House of the Good Shepherd, P. Barrett et al. bounded, Northeasterly and Southwesterly by the former boundary line between Brookline and Boston, about three hundred and ninety nine feet; Northwesterly by the present boundary line between Brookline and Boston, about three hundred and seventy four feet. Containing about 6,678 square feet.

A certain parcel of land belonging formerly to the Brookline Land Company, bounded, Northerly, Easterly, and Southerly by the axis line of Muddy River, about six hundred and twenty three feet; Westerly by the present boundary line between Brookline and Boston, about two hundred and seventy four feet. Containing about 29,325 square feet.

A certain other parcel of land belonging formerly to the Brookline Land Company, bounded Easterly, Southeasterly, and Southwesterly by the axis line of Muddy River, about two hundred and ninety four feet; Westerly by the present boundary line between Brookline and Boston, about one hundred and twenty nine feet. Containing about 7025 sq. ft.

A certain other parcel of land belonging formerly to the Brookline Land Company, bounded: Easterly by the axis line of Muddy River, about seventy feet; Westerly by the present boundary line between Brookline and Boston, about sixty two feet. Containing about 473 square feet.

A certain other parcel of land belonging formerly to the Brookline Land Company, bounded: Northerly, Easterly and Southerly by the axis line of Muddy River, about six hundred and fifty one feet; Westerly by the present boundary line between Brookline and Boston, about five hundred and eight feet. Containing about forty six thousand, three hundred square feet.

A certain other parcel of land belonging formerly to the Brookline Land Company, bounded: Northeasterly and Southeasterly by the axis line of Muddy River, about two hundred and three feet; Westerly by the present boundary line between Brookline and Boston, about two hundred and two feet. Containing about forty four hundred and seventy five square feet.

A certain other parcel of land belonging formerly to the Brookline Land Company, bounded: Southerly by the axis line of Muddy River, about twenty eight feet; Northerly by the present boundary line between Brookline and Boston, about thirty feet. Containing about ninety square feet.

The above released premises are shown upon a plan showing a "Proposed change in the boundary line between Boston and Brookline, Massachusetts", drawn by Alexis H. French, C. E., dated Feb. 1, 189-

and on file in the office of the Secretary of the Commonwealth, and include all the land taken by the Park Commissioners of said town for the park authorized by Chapter 185 of the Acts of the year 1875, which was set off from said town under the provisions of Chapter 339 of the Acts of the year 1890, under and in pursuance of which act this deed is made.

To have and to hold the above released premises, with all the privileges and appurtenances thereto belonging, to the said City of Boston, and its successors and assigns, to its and their use and behoof forever, for the purposes of a public park.

In witness whereof, the Town of Brookline has caused its corporate seal to be hereto affixed and these presents to be signed by its Board of Selectmen, this second day of June, A. D. 1890.

Albert L. Lincoln, Jr.
Watts H. Bowker.
Tucker Daland. Seal.
James B. Hand.
Horace James.

Commonwealth of Massachusetts.

Suffolk ss. June 2d, 1890 Then personally appeared the above-named Albert L. Lincoln, Jr., Watts H. Bowker, Tucker Daland, James B. Hand and Horace James and acknowledged the foregoing instrument to be the free act and deed of the Town of Brookline,

Before me,

George F. Joyce, Justice of the Peace.

Approved,

Roscoe P. Owen, City Conveyancer.

Boston, June 13, 1890 - at 4 o'clock and 30 minutes, P.M.

Received and entered with Suffolk Deeds, Lib. 1941 - Page 344

Attest. Thos. J. Dempsey, Register.

Wm. G. Binney et al.
to
City of Boston.

Know all Men by these Presents—

That we, William G. Binney of Burlington in the State of New Jersey, Edward T. Browne of Boston in the Commonwealth of Massachusetts, trustee under the last will of John F. Brinton, late of Philadelphia in the State of Pennsylvania, deceased, which will was duly allowed by the Probate Court for the County of Suffolk in said Commonwealth on the seventeenth day of January 1881 and Fannie Brinton, Binney Brinton, formerly known as N. Binney Brinton, and Sharswood Brinton, formerly known as Joseph Sharswood Brinton, all of said Philadelphia, children of said John F. Brinton, and devisees named in said will, in consideration of twenty seven thousand, seven hundred and twenty four and 40/100 dollars to us paid by the City of Boston, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey to the said City of Boston, for the purposes of a public park, two certain parcels of land situate in said Boston, adjoining the Longwood Entrance of the Back Bay Park, so called, and bounded and described respectively as follows:

1. A parcel of land beginning at a point in the southwesterly line of said Entrance at land of the Boston Water Power Company, said point being distant one hundred three and 37/100 feet from Brookline Avenue, and running thence Southeasterly, on said line of said Entrance, eight hundred sixty six and 19/100 feet; thence turning and running Southerly on said park by a curved line of one hundred and eighty feet radius, one hundred nineteen and 57/100 feet to land now or formerly of said Water Power Company; thence turning and running Southwesterly, on said Company's land by two lines, twenty eight and 59/100 feet; thence turning and running Northwesterly, by a curved line of sixty eight hundred fourteen and 7/100 feet radius, eight hundred twenty three and 68/100 feet; thence, by a straight line, one hundred thirty six and 58/100 feet; thence by a curved line of eighteen hundred eight and 79/100 feet radius, fourteen and 32/100 feet, (the last three measurements being on other land of grantors) to land of said Water Power Company; thence turning and running Northeasterly, on said Company's land, fourteen 76/100 feet to the point of beginning. Containing fifty nine thousand, two hundred and sixty seven square feet more or less.

2. A parcel of land beginning at a point in the northeasterly line of said Longwood Entrance at land of the Boston Water Power Company, said point being distant one hundred three and 37/100 feet from Brookline Avenue, and running thence Northeasterly on said land of said Water Power Company, sixty one and 114/1000 feet; thence turning and running on said

last mentioned land and on land of William H. Lincoln and John W. Candler, Southeasterly, Southerly and again Southeasterly, by six lines, measuring respectively thirty four and 541/1000 feet, fifty [illegible] and 536/1000 feet, twenty eight and 811/1000 feet, eighty five and 424/1000 feet, forty six and 137/1000 feet and fifty four and 214/1000 feet to land of William H. Finney, formerly of said Lincoln; thence turning and running Southwesterly, on said last mentioned land, by two lines measuring respectively sixteen and 62/100 feet and twenty five and 71/100 feet; thence turning and running Northwesterly by said northeasterly line of said Entrance, three hundred one and 695/1000 feet to the point of beginning. Containing twelve thousand eight hundred and eighty seven square feet, more or less.

And, for the above named consideration, we do also hereby give and grant unto the said City of Boston the right to slope or bank the filling, where required for grading said park, to the grade to be established therefor by the Park Commissioners of said City, upon our remaining land abutting upon said park, and do also, for ourselves and our heirs, executors, administrators and assigns, covenant and agree with the said City of Boston that we will not and they shall not make or have any claim or demand against said city for damages in consequence of the omission by said city to build or maintain a retaining wall or bulkhead to support such filling, or to support the bank on the line of said park, where cutting down is required for such grading, and further that we will not, and they shall not remove or permit to be removed by any person other than the officers or agents of said city any portion of the filling placed or sloped upon our said remaining land abutting upon said park in grading the same as aforesaid, unless a retaining-wall or bulkhead to support said filling shall be built upon the line of our said remaining land abutting upon said park. The described premises are shown on a plan to be recorded herewith, and also on a similar plan made by William Jackson, City Engineer, dated March 14, 1890, and filed in the office of said Park Commissioners, to which plan reference may be had for a more particular description of said premises.

This conveyance is made upon the express condition that if any betterments are assessed upon estates belonging to us on account of the laying out and construction of said park, said betterments shall be assumed by said City of Boston.

And for the above named consideration, and the further consideration that said City of Boston shall construct along the boundary line of said park, within said parcels of land, a roadway and walk to which we and our heirs and assigns (owners or occupants of adjoining lands of grantors) shall have free access, with the right to use the same for the purposes of a way, subject to such reasonable rules and regulations as may from time to time be made by the Park Commissioners of said City, or by any other board or department having for the time being the control and management of said park, we hereby for ourselves and our heirs, executors and administrators, covenant with said City of Boston that we and our heirs and assigns will hold our remaining land abutting upon said park, and to a distance of one hundred feet therefrom, subject to the following restrictions, which shall be inserted or referred to in any conveyance hereafter made by us of the whole or any part of said restricted land.

1. (Same as on page 328.)
2. (do.)
3. (do.)

The restrictions above set forth shall continue in force so long as such roadway and walk shall be maintained by said City of Boston, and the grantors, their heirs and assigns, owners or occupants of grantor adjoining lands, shall have free access thereto and liberty to use the same for the purposes of a way, subject to the rules and regulations aforesaid.

To have and to hold the aforegranted premises to the said City of Boston in fee simple forever. And we, the said William G. Binney, Terree Brinton, Binney Brinton and Sharswood Brinton, for ourselves and our heirs, executors and administrators, do covenant with the said City of Boston that the aforegranted premises are free from all incumbrances made by us, except the taxes for the current year, which are to be paid by the grantors: that we will and our heirs, executors and administrators shall warrant and defend the same to the said City of Boston forever against the lawful claims and demands of all persons, claiming by, through, or under us, or either of us, but against none other.

In witness whereof, we the said William G. Binney, Edward S. Browne, Trustee as aforesaid, Terree Brinton, Binney Brinton, and Sharswood Brinton, together with Marie L. Binney, wife of said William G., who joins herein for the consideration aforesaid, in token

of her release of all right and title of or to both dower and homestead in the granted premises, the said Ferree Brinton, Binney Brinton and Sharswood Brinton, being unmarried, have hereunto set our hands and seals this fourteenth day of July, in the year of our Lord one thousand eight hundred and ninety.

Signed and sealed in presence of

(printed words relating to wooden houses and the word "five" in two places stricken out before signing, and the form of deed changed from warranty to quitclaim)

As to Brintons & Binneys C. Stockton Mackie

W. G. Binney (Seal)
Edward J. Browne (Seal)
Trustee as aforesaid
Ferree Brinton (Seal)
Binney Brinton (Seal)
Sharswood Brinton (Seal)
Marie Louise Binney (Seal)

Commonwealth of Massachusetts.

Suffolk ss. July 16, A.D. 1890.

Then personally appeared the above named Edward J. Browne, trustee, and acknowledged the foregoing instrument to be his free act and deed,

Before me,

Francis C. Welch, Justice of the Peace.

Approved,
Roscoe P. Dewey, City Conveyancer.

Boston, July 19, 1890. 12 h. 12 m. P.M.
Received and entered with Suffolk Deeds, Lib. 1947 Page 63
Attest, Thos. F. Temple, Register.

Wm. H. Lincoln and John W. Candler to City of Boston

Know all Men by these Presents

That we, William H. Lincoln, and John W. Candler, both of Brookline in the County of Norfolk and Commonwealth of Massachusetts, in consideration of five thousand, seven hundred and three dollars to us paid by the City of Boston, the receipt whereof is hereby acknowledged do hereby give, grant, bargain, sell and convey to the said City of Boston, for the purposes of a public park, a certain parcel of land situate in said Boston, adjacent to the Longwood Entrance of the Back Bay Park, so called, and bounded and described as follows: beginning at a point in the northeasterly boundary line of the proposed addition to said Longwood Entrance, as shown on the plan hereinafter referred to; said point being

distant, measuring along said boundary line, one hundred seventeen 90/100 feet from Brookline Avenue; thence running Southeasterly, by a curved line of twenty one hundred forty eight and 79/100 feet radius, one hundred four and 56/100 feet; thence by a straight line, South. thirty four degrees, fifty two minutes, forty three seconds, East. one hundred thirty six and 58/100 feet; thence nearly in the same direction, by a curved line, of sixty four hundred seventy four and 70/100 feet radius, one hundred and forty feet to land of William H. Finney, said last three measurements being on other land of grantors; thence turning and running Westerly and Northwesterly, on said land of Finney and on land of William G. Binney and others, by eleven lines, measuring respectively eight and 692/1000 feet, fifty and 379/1000 feet, twenty six and 657/1000 feet, nine and 386/1000 feet, three and 42/1000 feet, fifty four and 214/1000 feet, forty six and 137/1000 feet, eighty five and 424/1000 feet, twenty eight and 811/1000 feet, fifty one and 536/1000 feet, and twenty one and 429/1000 feet; thence turning and running Northeasterly, by land of the Boston Water Power Co., forty two and 392/1000 feet, and by land now or late of Graffam, twenty nine and 88/100 feet to the point of beginning. Containing twenty two thousand, nine hundred and twenty eight square feet, more or less.

And for the above-named consideration, we do also hereby give and grant unto the said City of Boston the right to slope or bank the filling, where required for grading said Park, to the grade to be established therefor by the Park Commissioners of said City, upon our remaining land abutting upon said park, and do also for ourselves and our heirs, executors, administrators, and assigns, covenant and agree with the said City of Boston that we will not and they shall not make or have any claim or demand against said city for damages in consequence of the omission by said city to build or maintain a retaining wall or bulkhead to support such filling, or to support the bank on the line of said Park, where cutting down is required for such grading, and further that we will not and they shall not remove or permit to be removed by any person other than the officers or agents of said city any portion of the filling placed or sloped upon our said remaining land abutting upon said park in grading the same as aforesaid, unless a retaining wall or bulkhead to support said filling shall be built upon the line of our said remaining land abutting upon said park. The described premises are shown on a plan to be herewith recorded, and also on a similar plan made by William Jackson, City Engineer, dated March 14, 1890, and filed in the office of said Park Commissioners, to which plan reference may be had for a more particular description of said premises.

This conveyance is made upon the express condition that if any

betterments are assessed upon estates belonging to us on account of the laying out and construction of said park, said betterments shall be assumed by said City of Boston.

And for the above named consideration, and the further consideration that said City of Boston shall construct along the boundary line of said park, within said parcel of land, a roadway and walk to which we and our heirs and assigns (owners or occupants of adjoining lands of grantors) shall have free access, with the right to use the same for the purposes of a way, subject to such reasonable rules and regulations as may from time to time be made by the Park Commissioners of said city, or by any other board or department having for the time being the control and management of said park, we hereby for ourselves and our heirs, executors, and administrators, covenant with said City of Boston, that we and our heirs and assigns will hold the remaining land abutting upon said park, and to a distance of one hundred feet therefrom, subject to the following restrictions, which shall be inserted or referred to in any conveyance hereafter made by us of the whole or any part of said restricted land.

1. (Same as page 328)
2. (do.)
3. (do.)

The restrictions above set forth shall continue in force so long as such roadway and walk shall be maintained by said City of Boston, and the grantors, their heirs and assigns, owners or occupants of grantor adjoining lands, shall have free access thereto and liberty to use the same for the purposes of a way, subject to the rules and regulations aforesaid.

To have and to hold the aforegranted premises to the said City of Boston in fee simple forever. And we, the said grantors for ourselves and our heirs, executors, and administrators, do covenant with the said City of Boston that we are lawfully seized in fee of the aforegranted premises; that they are free from all incumbrances except the taxes for the current year, which are to be paid by the grantors; that we have good right to sell and convey the same to the said City of Boston forever as aforesaid; and that we will and our heirs, executors, and administrators shall warrant and defend the same to the said City of Boston forever against the lawful claims and demands of all persons.

In witness whereof, we the said William H. Lincoln and

John W. Candler, together with Cecelia F. Lincoln, wife of said William H. and Ida G. Candler, wife of said John W., who join herein in token of their release of all right and title of or to both dower and homestead in the granted premises have hereunto set our hands and seals this first day of July, in the year of our Lord one thousand eight hundred and ninety.

Signed and sealed in presence of (printed words relating to wooden houses and the word "five" in two places stricken out before signing and the word "radius" interlined)

Amelia G. Candler - } Witness -
Evelyn Ames. } [illegible]

William H. Lincoln. (Seal)
John W. Candler. (Seal)
Cecelia F. Lincoln. (Seal)
Ida G. Candler. (Seal)

Commonwealth of Massachusetts -

Suffolk ss. July 8, 1890. Then personally appeared the above-named William H. Lincoln and acknowledged the foregoing instrument to be his free act and deed.

Before me,
Roscoe P. Owen, Justice of the Peace.

Approved, Roscoe P. Owen,
City Conveyancer.

Boston, July 8, 1890 - 12 h. 1 m. P.M.

Received and entered with Suffolk Deeds, Lib. 1945 - Page 506 -
Attest, Thos. F. Temple, Register.

Partial Rel. of Mtg.
Cecelia F. Lincoln, Assgee
to
City of Boston

[Same parcel of land above described in deed from Wm. H. Lincoln et al. to City of Boston]
Dated July 1, 1890 - Recorded with Suffolk Deeds, Lib. 1945 - Page 611 -

Partial Rel. of Mtg.
Joseph B. Moors
to
City of Boston.

[Same parcel of land above described]
Dated July 1, 1890. Recorded with Suffolk Deeds, Lib. 1945 - Page 513 -

Partial Rel. of Mtg.
Wm. I. Bowditch, Jr.
to
City of Boston.

[Same parcel of land above described]
Dated July 1, 1890 - Recorded with Suffolk Deeds, Lib. 1945 - Page 510 -

Know all Men by these Presents—

That I, Conrad Decher of Boston in the County of Suffolk and Commonwealth of Massachusetts, in consideration of Forty Three Hundred and Fifty Dollars to me paid by the City of Boston, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey to the said City of Boston, for the purposes of a public park, a certain parcel of land situate on Downer Street in that part of said Boston formerly Roxbury, and bounded as follows: Beginning at a point on the northwesterly side of said Downer Street, distant eight hundred one and 5/10 feet northeasterly from Tremont Street, measuring along said northwesterly side of said Downer Street, and from said point running Northeasterly, along said Downer Street, forty feet; thence turning at a right angle and running Northwesterly, by land formerly of Catherine D. Hancock, but now of said City, seventy five feet; thence turning at a right angle and running Southwesterly, parallel to said Downer Street, by land formerly of said Hancock, forty feet to land formerly of Daniel Madden, but now of said City; thence turning at a right angle and running Southeasterly and bounded Southwesterly, by said last mentioned land, seventy five feet to said Downer Street and the point of beginning. Containing three thousand square feet, more or less, and being the same premises conveyed to me by William P. Howland, by deed dated December 1885 and recorded with Suffolk Deeds, Lib. 1704 - Fol. 479 - The granted premises are shown on a plan made by Alexis H. French, Civil Engineer, dated April 30, 1890, on file in the office of the Board of Park Commissioners of said City of Boston and were taken by a vote of said Board passed April 30, 1890, a copy of which is recorded with Suffolk Deeds, Lib. 1959 - Fol. 1. And the above named consideration has been received in full satisfaction of all claims and demands against said City for damages, costs, expenses or compensation for, on account of, or in any way growing out of said taking.

To have and to hold the aforegranted premises to the said City of Boston, its successors and assigns, in fee simple forever. And I do hereby for myself, my heirs, executors and administrators, covenant with the said City of Boston and its assigns, that I am lawfully seized in fee of the aforegranted premises; that they are free from all incumbrances except said taking, that I have good right to sell and convey the same to the said City of Boston and its assigns forever as aforesaid; and that I will, and my heirs, executors, and administrators shall warrant and defend the same to the said City of Boston and its assigns forever against the lawful claims and demands of all persons.

And for the consideration aforesaid, I Mary Decher, wife of the said Conrad, do hereby release unto the said City of Boston, its successors and assigns, all right of dower and homestead exemption in the granted premises.

In witness whereof, we the said Conrad Decher and Mary Decher have hereunto set our hands and seals this eleventh day of July in the year of our Lord, one thousand eight hundred and ninety.

Signed and sealed
in presence of
Roscoe P. Owen.

Conrad Decher. (Seal)
Mary Decher. (Seal)

Commonwealth of Massachusetts.

Suffolk ss. July 11, 1890. Then personally appeared the above named Conrad Decher and acknowledged the foregoing instrument to be his free act and deed, before me,

Roscoe P. Owen, Justice of the Peace.

Approved.
Roscoe P. Owen.
City Conveyancer.

Boston, July 11, 1890 - 10 h. 50 m. A.M. -
Received and entered with Suffolk Deeds, Lib. 1946. Page 308.
Attest, Thos. J. Temple, Register.

Thos. Salmon
to
City of Boston

Know all Men by these Presents

That I, Thomas Salmon of Brookline in the Commonwealth of Massachusetts, otherwise known as Thomas Sammon, in consideration of four thousand and seventy dollars to me paid by the City of Boston, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey to the said City of Boston, for the purposes of a public park, a certain parcel of land situate in that part of said Boston which was formerly Roxbury, and bounded and described as follows: beginning at a point on the southeasterly side of Downer Street, distant two hundred feet from Tremont Street, measuring along the southeasterly line of said Downer Street, and from said point of beginning running Southeastwardly by a line at right angles with said Downer Street and

bounded Southwestwardly by land late of Griffin, but now of said City, seventy five feet; thence turning at a right angle and running Northeastwardly, forty feet; thence turning at a right angle and running Northwestwardly by land formerly of Coin, but now of said City, seventy five feet to said Downer Street; thence turning at a right angle and running Southwestwardly, by said Downer Street, forty feet to the point of beginning: containing three thousand square feet, more or less, and being the same premises conveyed to me by Catherine D. Hancock, by deed dated March 27, 1867, and recorded with Norfolk Deeds, Lib. 353. Fol. 126. The granted premises were taken by the Board of Park Commissioners of said City of Boston, by vote passed April 30, 1890 and recorded with Suffolk Deeds, Lib. 1939. Fol. 1. and the above consideration has been received in full satisfaction and discharge of all claims and demands against said City, for damages, costs, expenses, and compensation for, on account of, or in any way growing out of said taking.

To have and to hold the aforegranted premises to the said City of Boston, its successors and assigns, in fee simple forever. And I do hereby, for myself, my heirs, executors and administrators, covenant with the said City of Boston and its assigns, that I am lawfully seized in fee of the aforegranted premises; that they are free from all incumbrances, except said taking, that I have good right to sell and convey the same to the said City of Boston and its assigns forever as aforesaid; and that I will and my heirs, executors and administrators shall warrant and defend the same to the said City of Boston and its assigns forever against the lawful claims and demands of all persons.

And for the consideration aforesaid, I Margaret Salmon, wife of said Thomas Salmon, do hereby release unto the said City of Boston, its successors and assigns, all right of dower and homestead exemption in the granted premises.

In witness whereof, We the said Thomas Salmon and Margaret Salmon have hereunto set our hands and seals this twenty ninth day of July in the year of our Lord one thousand eight hundred and ninety.

Signed and sealed in presence of

Chas. J. Dunckle. — Thomas Salmon. (Seal)

Witness to both. — her Margaret X Salmon. (Seal)
marks

Commonwealth of Massachusetts.

Suffolk ss. July 29, 1890.

Then personally appeared the above named Thomas Salmon and acknowledged the foregoing instrument to be his free act and deed.

Before me,

Chas. J. Dunckle, Justice of the Peace.

Approved

Chas. Frank Day. City Conveyancer.

Boston, July 29, 1890 9 h. 25 m. A.M.

Received and entered with Suffolk Deeds, Lib. 1949. Page 337.

Attest, Thos. F. Temple, Register.

Thos. Sproules. to City of Boston.

Know all Men by these Presents.

That I, Thomas Sproules of Boston in the Commonwealth of Massachusetts, in consideration of eleven hundred and sixty two dollars to me paid by the City of Boston, the receipt whereof is hereby acknowledged do hereby give, grant, bargain, sell and convey to the said City of Boston for the purposes of a public park, a certain parcel of land situated in that part of said Boston which was formerly Roxbury, and bounded and described as follows: Beginning at a point in the southeasterly line of Downer Street, distant six hundred and forty feet from Tremont Street, measuring along said line of Downer Street, and from said point running Southeastwardly, at right angles to said Downer Street, seventy five feet; thence turning at a right angle and running Northeastwardly, parallel to said Downer Street, forty feet; thence turning at a right angle and running Northwestwardly, seventy five feet to said Downer Street; thence turning and running Southwestwardly, by said southeasterly line of Downer Street, forty feet to the point of beginning; together with all my right, title and interest in and to the fee of the soil of said Downer Street; the granted premises containing three thousand square feet, more or less, and being the same parcel conveyed to me by deed of Arthur J. McLeod, dated April 25, 1876, and recorded with Suffolk Deeds, Lib. 1376 Fol. 15. being also the same premises taken from me by an act of the Board of Park Commissioners of said City of Boston, passed April 30, 1890. (See Suffolk Deeds, Lib. 1939. Fol. 1)

And for the consideration aforesaid, I do hereby release and discharge the said City of Boston from all claims and demands for damages, costs, expenses or compensation for, on account of, or in any way growing out of said taking.

To have and to hold the aforegranted premises to the said City of Boston, its successors and assigns, in fee simple forever. And I do hereby, for myself, my heirs, executors and administrators, covenant with the said City of Boston and its assigns, that I am lawfully seized in fee of the aforegranted premises; that they are free from all incumbrances, except said taking, that I have good right to sell and convey the same to the said City of Boston and its assigns forever as aforesaid; and that I will and my heirs, executors and administrators shall warrant and defend the same to the said City of Boston and its assigns forever against the lawful claims and demands of all persons.

And for the consideration aforesaid, I, Annie Sproules, wife of said Thomas, do hereby release unto the said City of Boston, its successors and assigns, all right of dower and homestead exemption in the granted premises.

In witness whereof, we the said Thomas Sproules and Annie Sproules have hereunto set our hands and seals this twenty-ninth day of September, in the year of our Lord one thousand eight hundred and ninety.

Signed and sealed in presence of
Chas. Liffler.

Thomas Sproules. (Seal)
Anne Sproules. (Seal)

Commonwealth of Massachusetts.

Suffolk ss. September 29, 1890.

Then personally appeared the above named Thomas Sproules and acknowledged the foregoing instrument to be his free act and deed.

Before me,

Chas. Liffler. Justice of the Peace.

Approved
Roscoe P. Owen. City Conveyancer.

Boston, October 3d. 1890. 12 h. 29 m. P.M.
Received and entered with Suffolk Deeds, Lib. 1959. Page 561.
Attest, Thos. J. Temple, Register.

Ann Hoben
City of Boston

Know all Men by these Presents.

That I, Ann Hoben of Boston in the Commonwealth of Massachusetts, widow, in consideration of two hundred and twenty three dollars to me paid by the City of Boston, the receipt whereof is hereby acknowledged, do hereby remise, release and forever quitclaim to the said City of Boston, and its assigns forever, for the purposes of a public park, a certain parcel of land situate in that part of said Boston, which was formerly Roxbury, and bounded as follows: beginning on the northeasterly line of said parcel at its intersection with the boundary line between Boston and Brookline, as said boundary line existed prior to the passage of Chapter 339 of the Acts of 1890, and running Southeastwardly on land of said City, formerly of Arthur Finnegan, five 65/100 feet to land of said City, formerly of Catherine D. Hancock; thence running Southwestwardly, on said last mentioned land, eighty feet to land of said City, formerly of the heirs or devisees of John Sullivan; thence running Northwestwardly, on said last mentioned land, five 50/100 feet to said former boundary line between Boston and Brookline; thence running Northeastwardly, by said former boundary line, eighty feet to the point of beginning. Containing four hundred and forty six square feet, more or less.

The described premises were taken and laid out as a part of a public park by an act of the Board of Park Commissioners of said City of Boston, passed April 30, 1890, and the above named consideration has been received in full satisfaction and discharge of all claims and demands against said City for damages, costs, expenses and compensation for, on account of, or in any way growing out of said taking, and the location, laying out and construction of said park.

To have and to hold the above released premises, with all the privileges and appurtenances to the same belonging, to the said City of Boston, its successors and assigns, to its and their use and behoof forever. And I, the said Ann Hoben, for myself and my heirs, executors, and administrators, do covenant with the said City of Boston, and its assigns, that the premises are free from all incumbrances made or suffered by me, except said taking, and that I will and my heirs, executors, and administrators shall warrant and defend the same to the said City of Boston, and its assigns forever, against the lawful claims and demands of all persons, claiming by, through or under me, but against none other.

In witness whereof, I the said Ann Hoben have hereunto set my hand and seal this ninth day of January, in the year of our Lord, one

thousand, eight hundred and ninety one.

Signed, sealed, and delivered
in presence of
Roscoe P. Owen.

Ann Hoben. (Seal)

Commonwealth of Massachusetts

Suffolk ss. January 9, 1891.

Then personally appeared the above named Ann Hoben, and acknowledged the foregoing instrument to be her free act and deed.

Before me,

Roscoe P. Owen, Justice of the Peace.

Approved.

Roscoe P. Owen, City Conveyancer.

Boston, Jan. 9, 1891, at 2 o'clock + 25 mins. P.M.

Rec'd + entered with Suffolk Deeds, Lib. 1976 - Page 297 -

Attest, Thos. F. Temple, Reg.

Andrew Griffin
to
City of Boston.

Know all Men by these Presents -

That I, Andrew Griffin of Brookline in the Commonwealth of Massachusetts, in consideration of fifteen hundred dollars to me paid by the City of Boston, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey to the said City of Boston, for the purposes of a public park, a certain parcel of land situate in that part of said Boston, which was formerly Roxbury, bounded as follows: beginning at a point in the southeasterly line of Downer Street, distant one hundred and sixty feet by said southeasterly line of said street from Tremont Street and from said point running Southeastwardly at right angles with said Downer Street, seventy five feet; thence turning at a right angle and running Northeastwardly, forty feet; thence turning at a right angle and running Northwestwardly, seventy five feet to said Downer Street; thence turning at a right angle and running Southwestwardly, by said Downer Street, forty feet to the point of beginning. Containing three thousand square feet, more or less, and being the same premises conveyed to me, by deed of Margaret Roach, dated May 6, 1874, and recorded with Suffolk Deeds, Lib. 1210 - Fol. 142 -, and for said consideration, I hereby release and convey to said City of Boston all my right, title, and interest in and to the fee and soil of said Downer Street.

The described premises were taken by an act of the Board of Park Commissioners of said City of Boston, passed April 30, 1890, a copy of which is recorded with Suffolk Deeds, Lib. 1939 Page 1, and for the consideration aforesaid, I hereby release and discharge said City from all claims and demands for damages, costs, expenses, and compensation for, on account of, or in any way growing out of said taking.

To have and to hold the aforegranted premises to the said City of Boston, its successors and assigns, in fee simple forever. And I do hereby, for myself, my heirs, executors and administrators, covenant with the said City of Boston and its assigns, that I am lawfully seized in fee of the aforegranted premises; that they are free from all incumbrances, except said taking, that I have good right to sell and convey the same to the said City of Boston and its assigns forever as aforesaid; and that I will and my heirs, executors and administrators shall warrant and defend the same to the said City of Boston and its assigns forever against the lawful claims and demands of all persons.

And for the consideration aforesaid, I, Margaret Griffin, wife of said Andrew, do hereby release unto the said City of Boston, its successors and assigns, all right of dower and homestead exemption in the granted premises.

In witness whereof, we the said Andrew Griffin and Margaret Griffin have hereunto set our hands and seals this twenty third day of October in the year of our Lord, one thousand eight hundred and ninety.

Signed and sealed in presence of
Roscoe P. Owen.

Andrew Griffin (Seal)
his
Margaret X Griffin (Seal)
mark

Commonwealth of Massachusetts

Suffolk ss. October 23, 1890.

Then personally appeared the above named Andrew Griffin and acknowledged the foregoing instrument to be his free act and deed.

Before me, Roscoe P. Owen, Justice of the Peace.

Approved,

Roscoe P. Owen, City Conveyancer.

Boston, Oct. 23, 1890. 10 h. 42 m. A.M.

Received and entered with Suffolk Deeds, Lib. 1963 - Page 385.

Attest, Thos. F. Temple, Register.

Mary F. Corbett to City of Boston.

Know all Men by these Presents -

That I, Mary F. Corbett, wife of Peter B. Corbett of Boston in the Commonwealth of Massachusetts, in consideration of three thousand, seven hundred and fifty dollars paid by the City of Boston, the receipt whereof is hereby acknowledged, do hereby remise, release, and forever quitclaim to the said City of Boston, and its assigns forever, for the purposes of a public park, a certain parcel of land situate in that part of said Boston called South Boston, comprising Lots numbered sixteen, seventeen and eighteen on a plan of Samuel Capen's estate, dated May 10, 1859 and recorded with Suffolk Deeds, Lib. 758. Fol. 98 - said parcel being bounded as follows: West by K Street, one hundred and fifty feet; North by Lot numbered fifteen on said plan, two hundred and fourteen feet, eleven inches; East by land formerly of Jonathan Phillips, one hundred and fifty feet; and South by Lot numbered nineteen on said plan, two hundred and fourteen feet, three inches; being the same premises conveyed to me in part by deed of Charlotte Brown and others, dated October 18, 1890, and in part by deed of Belle W. Fox, dated October 15, 1890, both recorded with Suff. Deeds.

The described premises were taken and laid out as a part of a public park by an act of the Board of Park Commissioners of said City of Boston, passed April 30, 1890, and for the consideration aforesaid, I do hereby in my own right, and as assignee of the claims of Charlotte Brown, Elizabeth Brown, Sarah A. Brown, Georgiana B. Pattee, and Belle W. Fox, owners of said premises at the time of said taking, release and discharge said City from all claims and demands for damages, costs, expenses and compensation for, on account of, or in any way growing out of said taking and the location, laying out, and construction of said park in and upon said parcel of land.

To have and to hold the above-released premises, with all the privileges and appurtenances to the same belonging, to the said City of Boston, its successors and assigns, to its and their use and behoof forever. And I, the said Mary F. Corbett, for myself and my heirs, executors and administrators do covenant with the said City of Boston, and its assigns, that the premises are free from all incumbrances made or suffered by us, except said taking, and that I will, and my heirs, executors, and administrators shall warrant and defend the same to the said City of Boston, and its assigns, forever, against the lawful claims and demands of all persons, claiming by, through or under me, but against none other.

In witness whereof, we the said Peter B. Corbett and Mary F. Corbett, said Peter B. joining herein in token of his consent hereto, and to release all his right, title and interest in the described premises have hereunto set our hands and seals this twenty fifth day of October, in the year of our Lord, one thousand eight hundred and ninety.

Signed, sealed, and delivered in presence of
Roscoe P. Owen.

Peter B. Corbett. (Seal)
Mary F. Corbett. (Seal)

Commonwealth of Massachusetts

Suffolk ss. October 25, 1890.

Then personally appeared the above named Mary F. Corbett and acknowledged the foregoing instrument to be his free act and deed.

Before me,

Roscoe P. Owen, Justice of the Peace.

Approved.
Roscoe P. Owen, City Conveyancer

Boston, Oct. 25, 1890. at 1 o'clock and — minutes, P.M.
Received and entered with Suffolk Deeds, Lib. 1964 - Page 52.
Attest, Thos. F. Temple, Register.

Assignment
Belle W. Fox
to
Mary F. Corbett.

Lot 16 and the northerly half of Lot 17 (part of premises above described in deed from Mary F. Corbett to City of Boston) - dated May 10, 1890.

Assignment
Charlotte Brown
et als.
to
Mary F. Corbett

Lot 18 and all of Lot 17 except the northerly half thereof (part of premises above described in deed from Mary F. Corbett to City of Boston) - dated May 14, 1890.

Mary Mc Gettrick
to
City of Boston

Know all Men by these Presents

That we, John Mc Gettrick of Boston in the Commonwealth of Massachusetts and Mary Mc Gettrick, wife of said John, in her right in consideration of three thousand dollars to said Mary paid by the City of Boston, the receipt whereof is hereby acknowledged, do hereby remise, release and forever Quit Claim to the said City of Boston, and its assigns forever, for the purposes of a public park, a certain parcel of land situate in that part of said Boston which was formerly Roxbury, and bounded as follows: Northwest by Downer Street, there measuring forty feet; Northeast by land of said City, formerly of James Cahill, seventy five feet; Southeast by land of said City, formerly of Catherine D. Hancock, forty feet; Southwest by land of said City, formerly of Bartholomew Hickey, seventy five feet; the northwesterly corner of said parcel being distant five hundred and twenty feet from Tremont Street, measuring along the southeasterly line of Downer Street, and the side lines running at right angles with said Downer Street. Containing three thousand square feet, more or less, and being the same premises conveyed to the said Mary Mc Gettrick, formerly Mary Gray, by deed of William Finnan, dated July 28, 1873, and recorded with Suffolk Deeds, Lib. 1171 - Fol. 29 - and for said consideration we also convey to said City all our right, title and interest in and to the fee and soil of said Downer Street.

The described premises were taken and laid out as a part of a public park by an act of the Board of Park Commissioners of said City of Boston, passed April 30, 1890, and the above named consideration has been received in full satisfaction and discharge of all claims and demands against said City for damages, costs, expenses and compensation for, on account of, or in any way growing out of said taking, and the location, laying out and construction of said park.

To have and to hold the above released premises, with all the privileges and appurtenances to the same belonging, to the said City of Boston, its successors and assigns, to its and their use and behoof forever. And we the said grantors, for ourselves and our heirs, executors and administrators, do covenant with the said City of Boston, and its assigns, that the premises are free from all incumbrances made or suffered by us or either of us, except said taking, and that we will and our heirs, executors and administrators shall warrant and defend the same to the said City of Boston, and its assigns forever, against the lawful claims and demands of all persons, claiming by, through or under

us, but against none other.

In witness whereof, we the said John Mc Gettrick and Mary Mc Gettrick have hereunto set our hands and seals this twenty fourth day of October, in the year of our Lord, one thousand eight hundred and ninety.

Signed, sealed and delivered in presence of
Roscoe P. Owen to M. M^c G.

Mary Mc Gettrick (Seal)
John Mc Gettrick (Seal)

Commonwealth of Massachusetts.

Suffolk ss. October 24, 1890.

Then personally appeared the above-named Mary Mc Gettrick and acknowledged the foregoing instrument to be her free act and deed.

Before me,
Roscoe P. Owen, Justice of the Peace.

Approved.
Roscoe P. Owen, City Conveyancer.

Boston, Oct. 27, 1890 at 10 o'clock and 50 minutes. A.M.
Received and entered with Suffolk Deeds, Lib. 1964. Page 134.
Attest, Thos. J. Temple, Register.

Overseers of the Poor to City of Boston

Know all Men by these Presents.

That the Overseers of the Poor in the City of Boston, a Corporation duly established by law in the Commonwealth of Massachusetts, in consideration of fourteen thousand one hundred thirty three and 68/100 dollars to it paid by the City of Boston, the receipt whereof is hereby acknowledged, does hereby give, grant, bargain, sell and convey to the said City of Boston for the purposes of a public park, a certain parcel of land situate partly in said Boston, in that part thereof which was formerly Roxbury, and partly in Brookline in said Commonwealth, and bounded and described as follows, viz: beginning on the northeasterly line of said parcel at its intersection with a curved line of fifty feet radius, as shown on the plan hereinafter referred to, and distant thirty and 26/100 feet northwestwardly from Plymouth Street, and running Westwardly, by said curved line, forty seven and 68/100 feet; Southwestwardly by a straight line tangent to said curved line, one

hundred eleven and 52/100 feet, by a curved line of three hundred ninety three and 65/100 feet radius, two hundred thirty three and 5/100 feet, by a curved line of six hundred and ten feet radius, forty eight and 16/100 feet, and by a curved line of twenty feet radius, thirty and 34/100 feet, all on other land of said Overseers of the Poor to Longwood Avenue; thence running Northwestwardly, on said Longwood Avenue, by two lines, one hundred twenty six and 94/100 feet and on land described in the taking hereinafter mentioned as taken from the City of Boston and others, about one hundred and seventy eight feet to the boundary line between Boston and Brookline, as it existed prior to the passage of Chapter 339 of the acts of 1890; thence running Northeastwardly, by said former boundary line, about five hundred fifty four and 5/10 feet to land described in said taking as taken from a person or persons unknown; thence running Southeastwardly, by said last mentioned land, by two lines, about three hundred thirteen and 0/10 feet to the point of beginning. Containing one hundred and forty one thousand three hundred and fifty one square feet, more or less.

Also all the right, title and interest of said grantor corporation in and to the fee and soil of so much of said Longwood Avenue as lies between the centre line of Muddy River and a straight line drawn between the tangent points of the two curved lines of twenty feet radius shown on said plan, which intersect the northerly and southerly lines of said Avenue at land of said Overseers and of Caroline H. Clarke.

The described premises were taken and laid out as a part of a public park by an act of the Board of Park Commissioners of said City of Boston, passed April 30, 1890, and the above-named consideration has been received in full satisfaction and discharge of all claims and demands against said City for damages, costs, expenses and compensation for, on account of, or in any way growing out of said taking, and the location, laying out, and construction of said Park.

And for the above named consideration, said corporation does also hereby give and grant unto the said City of Boston the right to slope or bank the filling, where required for grading said Park, to the grade to be established therefor by the Park Commissioners of said City, upon remaining land abutting upon said Park, and does also, for itself and its successors and assigns, covenant and agree with the said City of Boston that it will not and they shall not make or have any claim or demand against said City for damages in consequence of the omission by said City to build or maintain a retaining-wall or bulkhead to support

such filling, or to support the bank on the line of said park, where cutting down is required for such grading, and further that it will not, and they shall not remove or permit to be removed by any person other than the officers or agents of said city any portion of the filling placed or sloped upon its said remaining land abutting upon said park in grading the same as aforesaid, unless a retaining wall or bulkhead to support said filling shall be built upon the line of its said remaining land abutting upon said park. The described premises are shown on a plan of land in the City of Boston, Massachusetts taken April 30, 1890, for a park under Ch. 185 of the Acts of 1875, made by Alexis H. French, Civil Engineer, dated April 30, 1890, and filed in the office of said Park Commissioners, to which plan reference may be had for a more particular description of said premises.

This conveyance is made upon the express condition that if any betterments are assessed upon estates belonging to grantor on account of the laying out and construction of said park, said betterments shall be assumed by said City of Boston.

And, for the above named consideration, and the further consideration that said City of Boston shall construct along the boundary line of said park, within said parcels of land, a roadway and walk to which grantor and its successors and assigns (owners or occupants of adjoining lands of grantor) shall have free access, with the right to use the same for the purposes of a way, subject to such reasonable rules and regulations as may from time to time be made by the Park Commissioners of said city, or by any other board or department having for the time being the control and management of said park, said corporation hereby, for itself and its successors, covenant with said City of Boston that it and its successors and assigns, will hold its remaining land abutting upon said park, and to a distance of one hundred feet therefrom, subject to the following restrictions, which shall be inserted or referred to in any conveyance hereafter made by it of the whole or any part of said restricted land:

1. (Same as on page 320)

2. do.

3. " except that "and also piazzas projecting not more than ten feet" is printed in the place of "and also cornices at the roof of the building."

The restrictions above set forth shall continue in force so long as such roadway and walk shall be maintained by said City of Boston, and the grantor, its successors and assigns, owners or occupants of grantor adjoining lands, shall have free access thereto and liberty to use the

same for the purposes of a way, subject to the rules and regulations aforesaid.

To have and to hold the aforegranted premises to the said City of Boston in fee simple forever. And the said grantor covenants with the said City of Boston that the aforegranted premises are free from all incumbrances made or suffered by it, except said taking; that it has good right to sell and convey the same to the said City of Boston forever as aforesaid; and that it will and its successors shall warrant and defend the same to the said City of Boston forever against the lawful claims and demands of all persons, claiming by, through, or under it, but against none other.

In witness whereof, the said corporation, The Overseers of the Poor in the City of Boston, having adopted no particular form of seal, has caused its common seal to be hereto affixed and these presents to be signed in its name and behalf by Frederic W. Lincoln, its Treasurer, hereto duly authorized by a vote of said Corporation this fifth day of November, in the year of our Lord, one thousand eight hundred and ninety.

Signed and sealed in presence of
Henry Shaw.

The Overseers of the Poor
in the City of Boston
by Frederic W. Lincoln,
Treasurer

Seal.

At a legal meeting of the Overseers of the Poor in the City of Boston held November 5, 1890, it was Voted, That Frederic W. Lincoln, the Treasurer, be and he is hereby authorized to accept from the City of Boston the sum of fourteen thousand, one hundred and thirty three and 68/100 dollars in full satisfaction and discharge of all claims and demands against said City on account of the taking of a portion of this corporation's land at Longwood, for a public park, by the Board of Park Commissioners of said City on the thirtieth day of April, 1890; and to execute, acknowledge, and deliver to said City, in the name and behalf of this corporation, a deed of the land so taken, said deed to include all the covenants, agreements, restrictions and conditions contained in the printed form of Public Park deed for the Parkway, Muddy River.

A true copy. Attest, Benj. Pettee, Secretary.

(Over)

Commonwealth of Massachusetts

Suffolk ss. November 6, 1890.

Then personally appeared the above-named Frederic W. Lincoln, Treasurer of The Overseers of the Poor in the City of Boston, and acknowledged the foregoing instrument to be the free act and deed of said corporation.

Before me,

Benj. Pettee, Justice of the Peace.

Approved,

Roscoe P. Owen, City Conveyancer.

Boston, Nov. 6, 1890 2 h. 15 m. P.M.

Received and entered with Suffolk Deeds, Lib. 1966 - Page 372 -

Attest, Thos. J. Temple, Register.

3661

3615

386

3500

4000

4906

426

4315

4:31

4415

4501

4516

Ambrose, Austin J. et al	Rock. Ins. Co. May 5th 1878.	17
Armitage Willis	Rock. Ins. Co. May 23 1878	40
Arnold Abraham	Taking by Park Com. Oct. 30th 1882	40
Austin Arthur W. Ord & Richard	Park Com. Jan. 6th 1883	93
Adams Hermon Asylum, Ord & Richard	P. Park, Jany. 11th 1883	90
Allen, Mary N. Cornelia A. and others.	Land in Jamaica Pl. Claim June 25. 1883. Bounded S.E. by Chas. St. S.W. by Geo. L. Co. land. N.W. by Charles River	160
Ames, James B.	Marsh land formerly in Brookline Nov. 19th 83. Beginning centre line Muddy River, & westerly line Brookline avenue. 1/10	181
Ames, Saml. T. & Wife.	Marsh land same as the above Nov. 27. 1883 2/10. undivided	183
Abbot Wm. E.	West Roxbury land. Decr. 26. 1884. Begin. on Cantebury St. Running on Blue Hill ave. and land of Ctg. Taken by Pk. Com. Apr. 29. 84 Ctg. 753.326	240
Andrew Anderson & Wife	Quitclaim deed W. Roxbury Seavor st. 7205 sq. feet taken by the Board May 25. 1883. by the Board. date of Deed Jany. 27. 1886.	261
Ames. S. T. et al	Land, 3/10 undivided on Muddy River bounded by Life Ins. Co - S. McLoing - E.E. Sears lands contg. 40. 938 ft. Jany. 14. 1888	295

Brooks Geo.	Back Bay [illegible] 12th 1878	22
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	11
[illegible]	[illegible]	15
Back Bay [illegible]	Commission [illegible]	40
Boston Hoosac Tunnel Contr. R.R.	Jan. 1st 1880	56
	July 9th 1880	62
[illegible] Railroad	[illegible]	65
Boston Hoosac Tunnel [illegible]	[illegible]	67
	[illegible]	71
Boston [illegible] Railroad	[illegible]	[illegible]
Bussey [illegible]	Oct. 30th 1882	86
Boston & Rox. Mill Corporation.	Indenture. Water way. Beacon St. to Chas. River May 9. 1883.	147
Boston Gas Light Company.	Ut. Claim Deed. Land in Boston Jan. 31. 1883. S.E. by Charles st. N.W. by Charles River. N.E. land taken of Abbott	167
Bordilch. Wm. J.	Land in Boston. January 31. 1884. N.W. by [illegible] S.E. by [illegible] Cont. 2239. + 27/5 sq. ft.	191
Bordilch Wm. J. Trustee.	Assignment Mortg Deed. Jany. 31. 1884 on the above conveyance	192
Brookline Land Company.	Two parcels. Between Bos. & Brookline. Oct. 1. 1884. 1st parcel Contg. 1413 ft. 2d. 184.485. sq. ft. See plan "Muddy Riv. Improvt. Sep. 82 in office Park Comr.	232
Binney Wm. G. & Edw. J. Browne Tr.	Dec. 7. 1885. Quit Claim. Two parcels of 2 undivd. thirds of two parcels 1. Longwood avenue Contg. 7607 sq. ft. 2d. lot. Contg. 5849 sq. ft. inland Mass. & Flats.	255
Bond. Geo. Wm.	Warranty Deed. W. Rox. Sigourney st. 790 ft. Jan. 14. 87.	265
Bond. Geo. Wm. Trustee.	Quitclaim Deed, W. Rox. Sigourney st. 3671 ft. " " "	266
Bond. Wm. S.	Warranty Deed. W. Rox. Sigourney st. 77727 ft " " "	268
Boston & Rox. Mill Corporation	Land. 2 parcels one northerly line of Beacon st. & W. Chester park & Ipswich st. 2d. Northerly line of Beacon & westerly line of Jersey st. extended. Nov. 13. 1887	279
Boston & Rox. Mill Corporation	Land. northerly side of Beacon st. from Beacon st. & W. Chester pk. st. & cor. Beacon & Ipswich sts. & from thence to Chas. River Nov. 13. 87	282
Balch. F. V. Trus & others	2 parcels of land. 1st. lot bounded by Fremont st. & land of Devine. Fay & others 53031 100 ft. 2d. by Downer st. & land Good Shepherd 107094 sq. ft. Apr. 16. 89.	341
Boston. Revere Beach & Lynn R.R. Co.	Abutments of bridge over B.B.B. & L.R.R. April 31 1887	333
Brookline, Town of	12 parcels of land - [illegible]	[illegible]
Binney, Wm. G. et al.	2 parcels of land - adj. Longwood Entrance of Back Bay Pk. July 14. 1893	338

Cummings Chas. B. & Field and Cheever Trustees.	Pt. Claim Deed. Land in Ros. July 16. 1883. N. E. by Livingston St. N. W. by Chas. River. S. W. land taken of Abbott. Subject to lease Ex. Jany. 1. 1886.	165
Clark Lyman J. & Wife	Land & Flats, Muddy River. Dec. 26. 1883. near Maple Avenue. Contg. 66323 sq. feet.	189
Church Henry A. & Wife	West Roxbury land. Mch. 27. 1884 Bounded by Fox Hills St. Walnut St. & Morton St. See Park Plan dated 1880. Contg. 305.915 sq. ft.	210
Charles River Embankment	Specifications & description of work.	250
Clifford Saml. W. et al.	Quit Claim. Land Maple Ave. Contg. 17.525 ft.	251
	Quitclaim, land Roxbury, Downer St.	
Curtis, Geo. & S. A. Dolster, Trustees	6000 sq. ft. Sep. 23. 1886.	263
Cotting C. U. Ex. & Tos.	See M. R. Pelton C. U. Cotting Ex. & Tos.	298
Corbett, Mary F.	Land on K St. So. Boston - Oct. 25, 1890.	353

Davis Salome et als	Back Bay Feb. 10th 1878	15
Dowson Edw. H. and J. S. & Lerch Williams. Trustees.	Land West Roxbury. . . Mch. 17. 83 2 parcels 1 undivided 1/2. 26 81/1000 acres and 4 358/1000 acres.	107
Dean Benj. & A. Rust Trustees.	Sand & Flats. So. Boston Apl. 28. 1881 1st parcel S. E. bottom of Q St. with 3rd St. Cntg. 37.500 ft 2nd. " land & Flats Intersection of 2d with Q. " 37.500 "	133
Dutton Louisa B. & J. Fred. & others.	Land & Flats. Muddy River. April 27. 1883. Running S. W. by Brookline Ave. & N. by Apf St. [illegible] 60 & 26/10 ft. Sand & 23505. marsh. 5/6 for 1/6 see page. 137.	13[illegible]
Davis Jas. C. Guardian.	The above Land & Flats. 1/6. June 20. 1883 . .	137
Devine Michael.	It. claim. Sand Charles St. Boston Sep. 25. 1883. Bounded S. E. by Charles St. N. W. by Brown place. [illegible] Jan. 1. 1893	171
Dabney Susan H.	West Roxbury land April 28. 1881 [illegible] [illegible] St. Contg. 6017 326 sq. feet.	212
Downer Nancy M. Widow.	Land 2 parcels. 1st lot N. W. line Brookline Ave. W. from Francis St. & between Boston & B. 148.934 sq. ft. 2d lot. S. E. line Brookline & Boston 71.9892 sq. ft. Apr. 3. 89.	316
Decker. Konrad	Land. [illegible] St. Dox. [illegible] sq. ft. [illegible] 11. 1890	[illegible]

Elliot Jos. P.	West Roxb. Land January 29. 1884. N. by Walnut St. E. by Thomas Land. S. by Proctor Land containing . 140 172. sq. feet . .	1416
Estabrook Rufus.	Land, formerly in Brookline Nov. 17. 1883 Beginning. Centre line Muddy River, and westerly line of Brookline Avenue 3/10 .	177
Elliott Joseph P.	West Rox. Land May 7. 1883. Bounded by Walnut St. & City land. 8 45/100 acres. See plan Roxborough Farms .	177
East Boston Company	Dec. 18. 1885. Bennington St. East Boston S. W. side of Boston Revere Beach & Lynn R. R. .	357
Estabrook. Rufus	Land. 2/10 undivided on Muddy River bounded by Life Ins. Co. S. M. Loring & E. E. Sears land. Contg. 40. 938 ft. Jan. 18. 1885.	288

Elliot Jos. P. West Roxb. Land Dec. 11th 1878 53

East Boston Co. by Wood Island Dec. 28th 1882 75

Foster Dwight et als Rel. to B. B. lands & St. Oct. 8 1877		6
" " " Ins. lands for Streets		59
" " " B. B. July 9th 1880		62
" " " Ex. Rel. to for Sts. Rec. from B. B. 1880		10
" " " Ins " " Wing Walls B. B. Aug. 18 81		72
Flynn James J. & Wife.	Three lots So. Boston. April 13. 1 [illegible] No. 1. 2. 3. Sub division. U. S. lots land No. 1. Bound. W. by P. St. E. by low water mark. Cntg. 10337 sq. ft. No 2 " " " 9712 " " No. 3 " " " N. by R. Way E. high water mk. 9430 " "	131
Foy. James H.	Land & Flats. Roxbury Decr. 27. 1883. H. H. from Unknown owners to Construction of Muddy River. Containing. 94. 089 sq. ft.	176
Fottler. Jacob.	West Rox. land. Feb. 21. 1884. 3 parcels bounded by Glen Road. Walnut St. Williams St. & City land. cntg. in all. 1.891.312 Taken by City May 15. 1883.	208
Fottler. Jacob.	West Rox. land December 6. 1884 Bounded S. E. by Canterbury St. and land of City. Taken April 29. 1884. Cntg. 916 850 sq. feet.	236
Foster. D. W. Tr. & Jas. Wyman	City of Rox. land by Channel Muddy River oct. 28. 84 - 22 914 ft.	229
Fitzgerald. N. Exr.	Land in Rox. Downer St. 3000 ft July 20. '87. by land of John Crane to Muddy River & by " " Thos. Burke,	269
Finneran. Wm. E. Adm.	Land on Westerly side Downer St. & Northerly of Fremont St. to Muddy River as shown on proposed Muddy River Impt. 3000 ft.	275
French. Lyman P	Land, 1/10 undivided Muddy river bounded by Life Ins. Company. - J. M. Loring - E. E. Sears et al. containing 40.938 sq. ft. Dec. 31. 1887.	300
Finney. Wm. H.	Land. adjoining Longwood Entrance to Back Bay Park & Boston Water Power Co. 38746 sq. ft. dated July 17. 1890.	325

E
F

470

Griffin, Andrew	Land on Downer St. Rox - 3000 sq. ft. Oct. 23/90	351

Dec. 30 '82

Canard Collins Pl. & Allow. of Lease of Arnold Arboretum to
Cubbard Chas. Curtis, Trustee & Wm. Wm. Fr. Jan. 11, 97

Hoyt, Elizabeth G.	Marsh land formerly in Brookline Nov. 17, 1883 Beginning Contro. line Muddy River & westerly l. Brookline Avenue 1/10 undivided.	185
Hathaway, Asa W.	Land in Rox. to City of Boston. May 19, 1885. N. by the road of Grantor, E. by Dorchester land S. & W. by land of grantor. N. by Edwards land. Contg. 63.216 ft.	247
Harbor & Land Commrs.	Construct sea wall & filling on Charles River, between Cragies and N. Boston bridges	249
Hoyt. Elizabeth G.	Land on Muddy River running S. to land of Life Ins. Co. to land of Smith and Emily E. Sears & others 40.938 sq. ft. Jan. 16. 1888	286
Hoben, Ann	Land in Roxbury, at boundary line bet. Boston & Brookline - 446 sq. ft. Jan. 9, 1891.	300

G
H

Institution Savings of Newburyport . .	West Rox Land & Building Sep. 12, 1883. Bounded N.W. on Walnut and N.E. by Seaver St. C.E. Elon Soper & Williams land. 2 parcels . .	172

473

I
J

King Chas. F.	N. Rox. Jan. 6. 1886. Quit claim Seaver St. cont. 8392 sq. ft. taken by Park Comd. Apl. 29. 1884	757
Kent, Dan'l & Freelove S.	Land. Centre St. West Roxbury containing 60.373 sq. feet April 30. 1890.	323

Lindsley Jos. C. A. H. Hardy and A. Wales Trustees, under Wills. of Thos. C. & Mary A. H. Wales.	West Roxbury April 17, 1883. Two parcels Hundred. 7th 11th. N.W. by land of Cook. N.E. by new St. S.E. on Blue H. ave. S.W. land of Abbott. Contg. 155.375 sq. ft. 2nd. Partly on Dedeligo Lane. Blue Hill Ave & a new St. Contg. 168529 sq. ft. Bounded 32 & 33. Plan of 1880 also 1 undi. 28th pt. of the same parcel	118 122
Lawrence Amos A.	Warrant Deed. Marshland Aug. 21. 1883. Beginning S.E. line Brookline Branch R.R. with Boundary line between Bos. & Brookline. Contg. 49553 ft.	171
Lord, Geo. De Forest. Trustee	Quit Claim Deed. Oct. 28. '85. Walnut St. W. Rox. Contg. 1.217.763 sq. feet.	253
Loring. Susan M.	Land on Muddy River, bounded by City of Boston land & E. E. Sears et. al E. G. Hoyt. containing. 1182 5/10 ft. Jany. 11. 1888.	302
Lincoln, Wm. H. et al.	Land adjacent to Longwood Entrance of Back Bay Pk. Contg 22,928 sq. ft. July 1, 1890.	[illegible]

K
L

Meehan Patrick	W. Ry. March 24. 83. Sol. mtc. 27 o- Plan 1850. on file in office. S.W. on new st. & land now or late of Cook. Williams. Tolan et al. 4 1000 acres.	115
Massachusetts General Hospital	Land & Wharf, Charlestown. Apl. 7. 1883 S.E. on Chas. St. S.W. by Parkman land. N.W. by Chas. River. N.E. by Wheir & Wade land. Containing .. 1st. 494 sq. ft.	127
Milton Anthony Wilcox Trustee Wm. H.	West Roy. St. Maine. Parcel land Sept. 12. 1884 Bounded by Morton. Walnut & Ellicott sts. and land of Wm. of Boston containing 174 240 sq. ft.	277
May Lewis. & E. Weidmann.	West Roxbury & Roxbury. land Dec. 22. 1884. Beginng. 100 ft. fm. E'ly line Bond Ave. & land of Curtis & Brookline Land Co. & Muddy River. Contg. 123560 sq. feet.	242
Maley. Francis	Land, 2 parcels. One Westerly side of Downer st. as shown on Muddy River Impt. & one on Downer st. by land of Brandley 3000 ft. each Nov. 23. 1887.	277
Morrow. Ellen et al	Land bounded by Downer st. & from Tremont St. to angle of Downer street to beginning Contg. 3000 sq. ft. May 28. 1888.	307
Morrow. Ellen et al	Bond for $36.000 on the validity of the above deed. May 28. 1888.	310
Madden. Daniel	Land in the N. Westerly line of Downer st. and on plan of proposed Muddy river Impt. containing 3000 sq. ft. April 27. 1889.	322
Mc Gettrick, Mary	Land on Downer St. Rox. Contg 3000 sq. ft. Oct. 24 1891	3[illegible]

Overseers of the Poor

Land in Rox. + Brookline - 356
141,351 sq. ft. bounded N.W. on
Longwood Ave -

Prince. F. O.	2 parcels Lt. claim. W. Rox. Mch. 8." 83 1st. parcel No 21 - 479160 sq. feet. 2nd " " 22 - 522720 " "	102
Prince F. O. Trustee	under interest in above lot No. 21. 479160 sq. feet	104
Prince & Geo. S. Cushings Trs.	Lt. claim by foreclosure. W. Rox. Mch. 8." 83 11 169/1000 acres. Bounded by Walnut, For. Hills. Williams St. and estates of Peters and Prince.	105
Peters Andrew J.	West Rox. Mch. 22. 1883. Two lots. 1st S.W. dly. on Walnut St. & land of Mill & City of Ks. 2 100/100 acres 2nd " " " & land of Gilbin & Trotter. 5516 340 sq. ft. 1st lot No 39. 2nd No. 38. Plan of 1880	111
Peters, Francis A.	West Roxbury Mch. 21. 1883. Lot H on plan of 1880. on file in office. S.W. ly. on new st. & adjoining land of Mechan. City of Bos. & Late of Williams + Emily Shaw.	117
Parker Augustus. Geo. & Frank.	West Rox. April 21. 1883. Two houses 1st N.E. side Glenwood, juncture with Blue Hill Ave. No. 1 on Plan 1880. 2nd S.W. side Glenwood. Boging S.E. Cor. land of Sewall. No. 11 on Plan 1880.	124
Proctor. Thos. P. & Sarah L.	West Rox. January 28. 1884. one undi. 1/2 Beginning Cor. Morton St. running by land of Tarbard. Barrett. and Peters. Contg. 155.900 sq. ft.	193
Proctor Thomas P. Guardian	W. Rox. Jany. 28." 84 One undi 1/2 of the above.	195
Parker Sarah W.	W. Roxbury land. February 11. 1884 Bounded by Bluehill Avenue & land of the [illegible] William. [illegible] Contg. [illegible] sq. ft.	[illegible]
Parker Sarah W.	Release of maintenance on the above subjoined	200
Palmer, Mary E.	[illegible] land [illegible] 8. 1884. Bounded by Park St. & Longwood St. 13.942 ft.	205
Parker, Mary E. Wife of Augustus	West Roxbury land July 26. 1884 - Bounded by Seaver St. & land of City. Containing 245.763 ft.	216
Patten, J. Bartlett	Roxbury. Longwood St. Mch. 17. 1884. [illegible] side Longwood St. at division line [illegible] No 4. Add Plan. running N.E. on Longwood St. Contg. 8868 ft.	231
Pinkham. Geo. F.	Land. 1/10 undivided on Muddy River bounded by Life Ins. Co - S. M. Loring - E. E. Sears land. Contg. 40. 938 ft. Jany. 24. 1888. And release of mortgage on the above - .	291 293.
Pelton. M. R. & C. U. Cotting Ex & Trs.	Land. 2/10. undivided on Muddy River bounded by Life Ins. Co. - S. M. Loring. E. E. Sears. et al. contg. 40. 938 sq. ft. Jany. 16. 1888.	298.

O
P

Russ Augustus, Guardian	B.B.	June 10th 1878	20
" " Jun. Co	B.B.	June 14th 1878	31
Roberts Wm "	B.B.	Dec 5 1878	39
Robinson Thomas et als	B.B.	Sept 24 1870	41
Russell Saml. H. Exr. & Trustee.	Sand Beach Flats So. Boston April 30. 1883. S. by land & Flat. W. & S. by land. W. by G. St. N. N.E. & E by low water mark . . .		129
Rutherford, Alexander . .	Land in Boston Charles St. April 21. 1885. Bounded by Chas. St. Green Place & City land. Contg. 4909 ft. Taken by Pk. Comrs. June 1. 1883 . . .		2145

Shaw Roland G. et al	Dec. Ma. Sine 14th 1878	27
Shimmin Chas. H. Guar.	" " Dec. 31 1877	42.
Smith Walter & Wife.	So. Bos. Land & Buildings Apl. 28, 1883.	159
Sears. Emily E., David & Henry T.	Dt. claim, marsh land Nov. 7, 1883 S.E. line Brookline Branch R.R. with intersection line between Boston & Brookline, 22480 sq. ft.	169
Sanford Oliver S.	Land formerly in Brookline Nov. 17, 1883 Beginning Centre line Muddy River, and westerly line of Brookline Avenue. 2/10.	179
Sargent Howard, as Guardian & Trustee.	West Rox. land & blds. Probate Licence Feb. 4. '84 Bounded by Scarborough st. Walnut Avenue, Malden st. as Guard. 4/5. Trustee 1/5. 73202 sq. ft.	203 204
Sears, Knyvet W.	Real Estate in Boston Nov. 3. 1884. on Dorner st. running N.W. by two lines, to boundary line between Bos. & Brookline, Cont'g. 69,005	234
Sewall, Geo. P. Wales, Redfern & others.	West Rox. land Dec. 12. 1884 By Blue Hill ave. and other land of City. Taken by Elk. Com'rs. Apl. 29. '84 - 130680 sq. ft.	238
Sears, Emily E. et al	Land, on Muddy River, S.E. line of Albany R.R. to land of Hoyt and land of Susan M. Loring. Cont'g. 14,635 ft. Jan. 18/88	284
Salmon, Thomas.	Land on Dorner St. Rox - Cont'g 3000 sq. ft. ± Jul. 29, 1890.	346
Sproules, Thomas.	do. Cont'g 3000 sq. ft. ± Sept. 29, 1890.	348

Taken by Park Commissioners.	Land Dock & Wh. Southerly W. of Chas. St. June 1, 1883. 425,879 sq. ft.	140.
Do. Do.	West Roxbury Land. April 29. 1884. 18 parcels. Bounded by Seaver. Canterbury, Allentown & Blue Hill Ave. & Glen Road. Containing 8,124,730 sq. feet.	150
Do. Do.	South Boston. Land & Wharf. April 30, 1884. [illegible] Beginning Easterly line of G St. [illegible]	187
Do. Do.	Land, [illegible] bounded by Walnut St. & city land containing 91,478 ft.	911
Mayer Nathl. N. Trustee.	West Roxbury Land & [illegible] Feb 11, 1884. [illegible] St. & [illegible] Parker. [illegible]	201
Townsend. Edw. D. Geo. J. and David.	West Roxbury Land. Feb. 23. 1884. Bounded by Morton St. City land. Jas Ritchie land containing 10,8,900 sq. ft.	206
Taken by Park Commissioners.	West Roxbury land. [illegible] 1883 73 parcels. Bounded by Walnut. Seaver. Morton Scarborough Sts. Blue Hill Ave. Glen Road. Cook Lane and land of Fotter. & Elbridge & Williams. Containing in all 114,087,878 sq. feet.	218

Union Mutual Ins. Co. of Maine.	Quit Claim Deed Land in Bos. June 29/83. Westerly side Brookline Avenue, with No. E. line of Longwood Avenue to Back Bay Park extended.	163
Union Mutual Life Ins. Co.	Land on Muddy river bounded by land of City of Boston, E. E. Sears, E. G. Hoyt. Containing 2040 sq. ft. Jany. 19, 1888.	304

487

U
V

Ward F. X. Back Bay Row 29th 1878 24
Ward Jas. Back Bay July 29th 1878 56

Williams Jos. S. 3rd Jos. and E. H. Dawson Trustees	W. Rox. March 17. 83. Two parcels. No. 24 1st lot. one undiv. half. Cor. Walnut & Williams #23. 2nd " " on " Contg. 1st lot 26.8/1000 acres - 2nd Contg. 4 388/1000 acres	107
Williams Joseph S. 3rd Jos.	West Rox. March 17. 83. The undiv. half of the above lots. Nos. 23 & 24. Plan of "Proposed W. Rox. Parks" of 1880.	109
Wales Nathl. Susan & Ellen Wales and Annie W. Stratton.	West Roxbury April 17. 83. 1 undiv. 4th of 2 parcels. 1st - Contg. 155.375 sq. ft. 2nd " " 168.529 " } Plan 1880	120
Wales, Thos. C.	West Roxbury 1/7-2 parcels April 30. 1883. 1st parcel. S.E. Blue H. ave. S.W. Atwell land. 155.375 ft 2nd " " " " & Darlings Lane. 168.529 "	138
Warren Lucius H. and Henry Walker Executors.	Marsh land formerly Brookline Nov. 30. 1883. Beginning cent. line Muddy River & Worcester line Brookline avenue 1/10 undivided	187
Wyman Jas. and D. W. Foster, Jr.	Land, City Rox. by Charles J. Wendte Nov. Oct 28/84 Beging. at a point 14 ft. N. W. from maple ave. containing 22914 sq. feet	279
Whitney Henry M.	Land, Back Bay Jany. 3. 1885 Situated on Trinity Place, St. Jas. Ave. and Hemlingby avenue. Contg. 5380 sq. ft.	244
Weed. Otis H.	Land, Easterly side Pond Ave. by land of Morson & by Kimball St. & land of Donavan Contg. 45.950 sq. ft June 7. 87.	273
Webb. Wm. G.	Release of mortgage on estate of Wm. H. Finney conveyed to City of Boston. July 17. 1890	330

Young Wm. H. Ho.	Land in West Roxbury Apl. 20, 1893. Bounded S. W. by Williams St. N. E. S. E. W. by land of Fuller S. E. by City of Bos. contg. 96 104 sq. feet.	126
Young. Wm. H. H. Trx.	Quitclaim Deed land W. Rox. 1,573,598 ft. May 13, '87 Southerly side Williams St. shown as No. 29 on plan of proposed West Rox. Park.	271

W
Y

[illegible]

[illegible]

and $\frac{40}{100}$ ($5589\frac{40}{100}$) dollars [illegible] the receipt thereof is hereby acknowledged, does hereby [illegible] release and forever quit claim unto the said City of Boston the whole, or such portions, of the following described parcels of land respectively as are owned by said Company all of which are situated on the Back Bay so called in that part of said Boston formerly Roxbury and are bounded and described as follows, namely: The first part is a portion of Camden Street between the Boston and Providence railroad and Falmouth Street bounded as follows: Southeasterwardly by the northeasterly line of location of the Boston and Providence railroad there measuring fifty (50) feet, Southwesterwardly by the Southwesterly line of said portion of Camden Street, nine hundred twenty seven and $\frac{31}{100}$ ($927\frac{31}{100}$) feet: northwesterwardly by the northwesterly line of Falmouth Street extended southwesterwardly across said Camden Street, fifty (50) feet: and northeasterwardly by the northeasterly line of said portion of Camden Street parallel with and distant fifty (50) feet from the second [illegible] feet.

The second is a portion of Falmouth Street between Camden Street and West Chester Park bounded as follows: Southeasterwardly by Camden Street [illegible] northwesterwardly by the northwesterly line of said portion of Falmouth Street, parallel with Huntington avenue, five hundred sixty eight and $\frac{87}{100}$ ($568\frac{87}{100}$) feet: northeasterwardly by the south [illegible] line of West Chester Park, fifty (50) feet: and southeasterwardly by the southeasterly line of said portion of Falmouth Street, parallel with and distant fifty (50) feet from the second described line, five hundred sixty eight and $\frac{71}{100}$ ($568\frac{71}{100}$) feet.

The third is another portion of Falmouth Street, between West Chester Park and Dalton Street, bounded as follows: Southwesterwardly by the northeasterly line of West Chester Park there measuring, on two lines, forty and $\frac{74}{100}$ ($40\frac{74}{100}$) [illegible] ten and $\frac{49}{100}$ ($10\frac{49}{100}$) feet: northwesterwardly by the northwesterly line of said portion of Falmouth Street [illegible]

with Huntington Avenue, seven hundred fifty three and $\frac{35}{100}$ (753 $\frac{35}{100}$) feet: northeasterwardly by the northeasterly line of Dalton Street extended, southeasterwardly across said Falmouth Street, fifty six and $\frac{64}{100}$ (56 $\frac{64}{100}$) feet: and southeasterwardly by the southeasterly line of said portion of Falmouth Street parallel with and distant fifty (50) feet from the second above described line, one hundred thirty two and $\frac{4}{100}$ (132 $\frac{4}{100}$) feet. ——

The fourth is Dalton Street, so called, extending from Falmouth Street to the Boston and Albany railroad, bounded as follows: southeasterwardly by the northeasterly line of Falmouth Street there measuring fifty six and $\frac{64}{100}$ (56 $\frac{64}{100}$) feet: southwesterwardly by the southwesterly line of said Dalton Street parallel with West Chester Park, one thousand fifty seven and $\frac{95}{100}$ (1057 $\frac{95}{100}$) feet: northwardly by the southerly line of location of the Boston and Albany railroad, fifty three and $\frac{17}{100}$ (53 $\frac{17}{100}$) feet: and northeasterwardly by a line parallel with and distant fifty (50) feet from the second above described line, one thousand thirteen and $\frac{24}{100}$ (1013 $\frac{24}{100}$) feet. ——

The fifth is Westland Avenue, so called, between West Chester Park and Parker Street, bounded as follows: westwardly by the eastedly line of Parker Street, there measuring eighty (80) feet: northwardly by the northerly line of said Westland Avenue, one thousand thirty three and $\frac{56}{100}$ (1033 $\frac{56}{100}$) feet: northeasterwardly by the southwesterly line of West Chester Park for two measurements, sixty five and $\frac{81}{100}$ (65 $\frac{81}{100}$) and thirteen and $\frac{60}{100}$ (13 $\frac{60}{100}$) feet: southeasterwardly by Falmouth Street nineteen and $\frac{77}{100}$ (19 $\frac{77}{100}$) feet and southwardly by the southerly line of said Westland Avenue by a line parallel with and distant eighty feet (80) from the second above described line, one thousand sixty nine and $\frac{64}{100}$ (1069 $\frac{64}{100}$) feet. ——

And said Company does hereby grant to said City the right to grade said streets and avenues to such grades as it shall deem proper, not exceeding in height twenty (20) feet above mean low water mark. ——

The sixth is a portion of Commonwealth Avenue between West Chester Park and a Park way, bounded as follows: northeasterwardly by the southwesterly line of West Chester Park

there measuring two hundred ten and $\frac{88}{100}$ (210 $\frac{88}{100}$) feet southwardly by the southerly line of said portion of Commonwealth Avenue, eight hundred ten and $\frac{99}{100}$ (810 $\frac{99}{100}$) feet westwardly by the easterly line of a three hundred (300) feet wide Park way leading from Beacon [illegible] avenue, two hundred (200) feet; and northward [illegible] northerly line of said portion of Commonwealth Avenue by a line parallel with and distant two hundred [illegible] from the second above described line [illegible] $\frac{11}{100}$ ([illegible]) feet. ——

And said Company does hereby grant said City the right to grade said portion of Commonwealth Avenue to such a grade as it shall deem proper not exceeding in height a grade that shall slope upon the existing grade of West Chester Park at its junction with said Commonwealth Avenue, to such grade as may be adopted by the Park Commissioners for the Park way three hundred (300) feet wide leading from Beacon Street to the [illegible] of the Boston and Albany railroad. ——

[illegible] in another portion of Commonwealth Avenue, between said Park way and [illegible] Street and Brookline Avenue, bounded as follows:— easterwardly by the westerly line of said Park way three hundred (300) feet wide leading from Beacon Street across said Avenue there measuring two hundred (200) feet; southerly by the southerly line of said portion of said Commonwealth [illegible] one thousand one hundred fifteen and $\frac{45}{100}$ (1115 $\frac{45}{100}$) feet; westwardly by the easterly line of Brookline Avenue [illegible] and $\frac{56}{100}$ (69 $\frac{56}{100}$) feet; northeasterwardly by the southerly line of Beacon Street, four hundred sixty one and $\frac{57}{100}$ (461 $\frac{57}{100}$) feet; and northwardly by the northerly line of said portion of Commonwealth Avenue by a line parallel with and distant two hundred (200) feet from the second above described line, six hundred thirty three and $\frac{47}{100}$ (633 $\frac{47}{100}$) feet. ——

And said Company does hereby grant to said City the right to grade said portion of Commonwealth Avenue to such a grade as it shall deem proper not exceeding in height a grade that shall slope from the grade of the Park way three hundred (300) feet wide, leading from Beacon Street to the Park south of the Boston and Albany railroad,

as the grades of said Parkway may be adopted by the Park Commissioners, to the established grades of Beacon Street and [illegible] at [illegible] feet [illegible] said [illegible] and [illegible]

The eighth is a portion of Boylston Street, between West Chester Park and Parker Street, bounded as follows: Westwardly by the easterly line of Parker Street, there measuring ninety three and $\frac{88}{100}$ ($93\frac{88}{100}$) feet: northwestwardly by the northwesterly line of said portion of Boylston Street, two hundred ninety one and $\frac{9}{100}$ ($291\frac{9}{100}$) feet: northeastwardly by the southwesterly line of West Chester Park, eighty (80) feet: and southeastwardly by the southeasterly line of said portion of Boylston Street, by a line parallel with and distant eighty (80) feet from the second above described line, three hundred forty and $\frac{13}{100}$ ($340\frac{13}{100}$) feet.

And said Company does hereby grant to said City the right to grade said portion of Boylston Street to such a grade as it shall deem proper, not exceeding in height a grade that shall rise from the existing grade of West Chester Park at its junction with said Boylston Street, to grade twenty four (24) feet above mean low water mark at the junction of said Boylston and Parker Streets.

The ninth is another portion of Boylston Street between West Chester Park and the Boston and Albany railroad bounded as follows - Southwestwardly by the northeasterly line of West Chester Park there measuring eighty (80) feet: Northwestwardly by the northwesterly line of said portion of Boylston Street, one hundred sixty five and $\frac{82}{100}$ ($165\frac{82}{100}$) feet. Eastwardly by land now or formerly of Alden Speare, ninety three and $\frac{87}{100}$ ($93\frac{87}{100}$) feet: and Southeastwardly by the southeasterly line of Boylston Street by a line parallel with and eighty (80) distant from the second above described line, one hundred sixteen and $\frac{71}{100}$ ($116\frac{71}{100}$) feet.

And said Company does hereby grant to said City the right to [illegible] said portion of Boylston Street to such a grade as it shall deem proper, to connect the existing grade of West Chester Park at its junction with said Boylston Street, and the grade of the proposed bridge in said Boylston Street over the Boston and Albany railroad.

The tenth is another portion of Boylston Street between

West Chester Park and the Boston and Albany railroad, bounded as follows: Southeasterwardly by the southeasterly line of said portion of Boylston Street, [illegible] $\frac{43}{100}$ ($39\frac{43}{100}$) feet, northwardly [illegible] belonging to Alden Speare, thirteen and $\frac{70}{100}$ ($13\frac{70}{100}$) feet; and northwardly by land now or formerly belonging to the Boston and Albany railroad Company thirty four and $\frac{31}{100}$ ($34\frac{31}{100}$) feet, containing two hundred and thirty (230) square feet more or less. And said Company does hereby grant to said City the right to grade said portion of Boylston Street to such a grade as it shall deem proper, to [illegible] the existing grade of West Chester Park at its junction with said Boylston Street, and the grade of the highway bridge in said Boylston Street over the Boston and Albany railroad.

Said City shall establish the grade of each of said streets, respectively, before any permanent st[illegible] building is erected abutting thereon.

The first three parcels hereinbefore described are hereby released subject to the rights of way of any he[illegible] entitled to such rights therein.

The described premises are to be used for the purposes of public streets of the City of Boston, and are shown on a plan made by Thomas R. Davis City Surveyor, dated December 17th 1877, and deposited in the office of said City Surveyor.

And for the above named consideration the said Company does hereby for itself and its successors and assigns, covenant and agree to make no claim or demand whatever upon said City of Boston, for damages, costs, expenses or compensation for or on account of, or in any way growing out of the laying out of said parcels of land as public streets, and establishing the grades thereof respectively as hereinbefore referred to, if said City shall so lay out and grade the same.

And for the above named consideration said Comp[illegible] does hereby give and grant unto the said City of Boston, the right to slope or bank the filling where required for said grading, upon its respective parcels of land as [illegible] scribed premises, and does hereby for itself and its succes sors and assigns, covenant and agree to and with the said City of Boston, that it will not, and they shall not, make

or have any claim against said City for damages in consequence of the omission by said City to build or maintain a retaining wall, or bulkhead, to support such filling. ——

And said Company does hereby for itself and its successors and assigns [illegible] and agree not to remove, or permit to be removed, by any person other than said City, any portion of the filling placed or deposited upon its respective parcels adjoining said premises, until a retaining wall, or bulkhead to support said filling, shall be built upon the line of its respective parcels of land adjoining said premises. ——

This release and conveyance is made on condition that if any betterments are assessed upon estates belonging to the undersigned on account of laying out and constructing said streets as aforesaid, said betterments shall be assumed and paid by the City of Boston. ——

To Have and to Hold the above released premises to the said City of Boston, its successors and assigns, to its and their own use and behoof forever. ——

And the said Boston Water Power Company [illegible] to the said City [illegible] that the released premises [illegible] is unencumbered [illegible].

In Witness Whereof the said Boston Water Power Company has caused its corporate seal to be hereto affixed and these presents to be signed, acknowledged and delivered [illegible] by James H. Whitney its President and William B. Brown its Treasurer, hereto duly authorized, this twenty eighth day of December in the year one thousand eight hundred and seventy seven. The Boston Water Power Company [illegible] James H. Whitney President, William B. Brown Treasurer and its corporate seal. Signed and sealed in presence of [illegible] Henry D. Hyde.

Commonwealth of Massachusetts: Suffolk, S.S. Dec. 28. 1877.
Then personally appeared the above named James H. Whitney and William B. Brown and acknowledged the foregoing instrument to be the free act and deed of the Boston Water Power Company, Before me Henry D. Hyde Justice of the Peace. —— Boston Dec 28. 1877.

At a meeting of the Directors of the Boston Water Power Com[illegible] legally notified held this day at 10 o'clock A.M. it was unan[illegible] [illegible] and Treasurer of the Boston Water Power Company, are h[illegible] authorised and directed to sign execute acknowled[illegible] deliver in the name and behalf of the Boston Water Power Company and to affix the seal of the Corporation thereto – the four (4) [illegible] deeds conveying land to the City of Boston for a Public Park [illegible]

A. B. C. D accompanying plans of said territory to be [illegible] Suffolk Registry [illegible]

A true copy of record p. 66. and I further certify that the foregoing deed is the deed of which the copy marked "B." is [illegible]

This agreement, entered into by and between the Commonwealth of Massachusetts, acting by its Board of Commissioners and the Boston Water Power Co., a corporation organized and existing under the laws of the Commonwealth of Massachusetts, Witnesseth:– Agreement of Commonwealth & Massachusetts

That it is hereby mutually agreed that the de[illegible] of Commonwealth Avenue, westerly from West Chester Park in the City of Boston, shall be deflected and c[illegible] from a straight line as shown on a plan hereto annexed, dated June 1. 1877. a duplicate copy of which will with said Board of Land Commissioners, and that otherwise all the rights and obligations of the contracting parties hereto, as to said Avenue, shall be and remain the same as though the direction of said Avenue was not changed as herein provided.

In witness whereof, the said Commonwealth of Massachusetts by said Commissioners has caused these presents this ninth day of December in the year of our Lord eighteen hundred and seventy seven

Willard P. Phillips, Edwd C. Purdy, Nora[illegible]

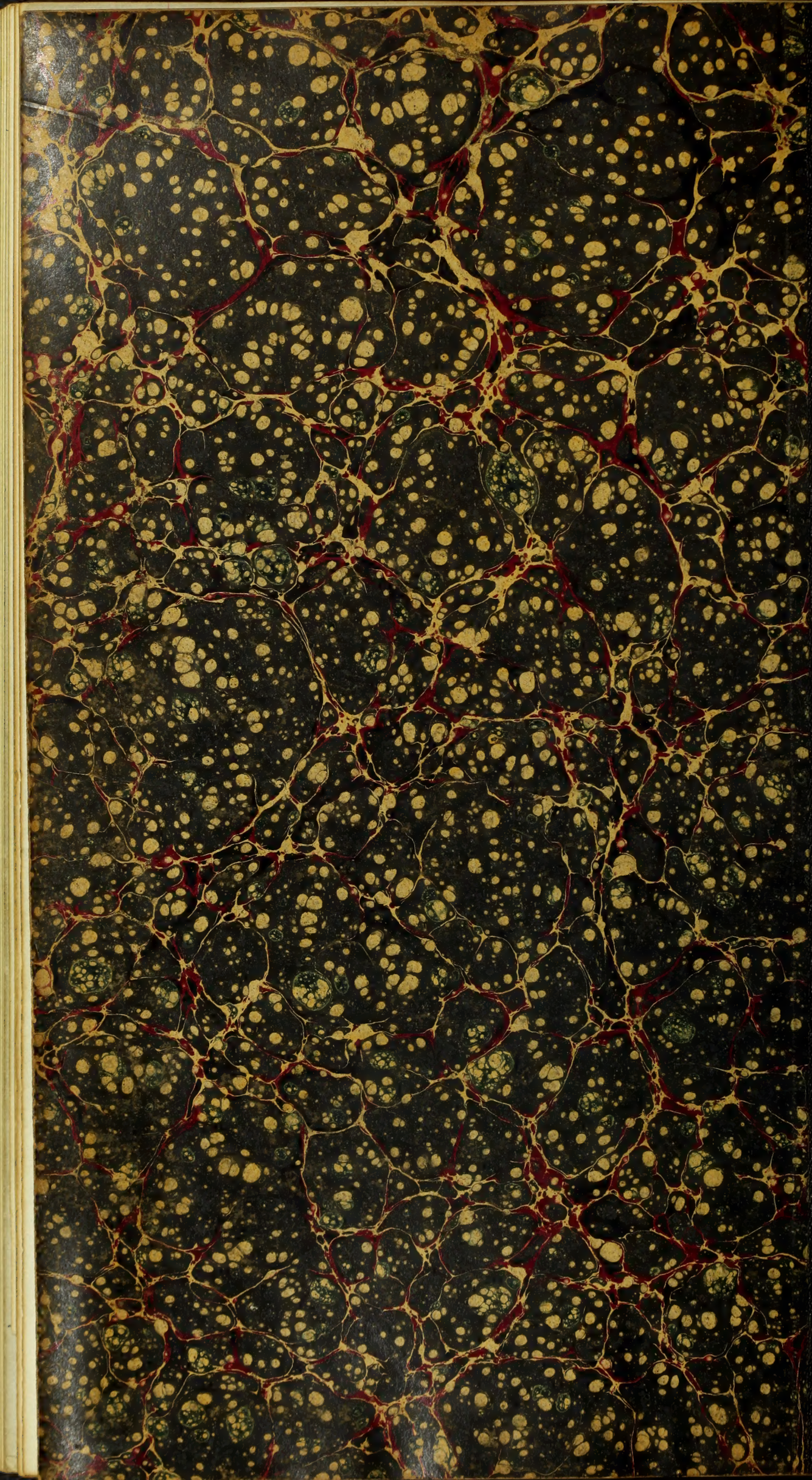
Parcel Land Commission, and each a seal.
Peter Hale Pres. Company by Samuel Wildes Bridge, E. R. Brown Treasurer, and a seal, and the Corporate seal. Signed, sealed and delivered in presence of Fred R. Abbott. Suffolk ss. Boston December 19. 1877. Then personally appeared the within named Edward B. Purdy, and acknowledged the foregoing instrument to be the free act and deed of this Commonwealth, before me, David Pulsifer, Justice of the Peace.
Commonwealth of Massachusetts. In Council, December 21. 1877. Approved Henry B. Peirce, Secretary, and the Commonwealth seal.
December 29. 1877. at one o'clock and thirty minutes P. M. Received, Entered, and Examined, Lib. 1404. 217.
Attest, Geo. H. Temple
Rec.

Know all Men by these Presents, That we Isaac T. Clarke and Caroline H. Clarke his wife in her own right of Boston in the Commonwealth of Massachusetts, for and in consideration of one dollar and other valuable considerations paid by the City of Boston, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell, and convey to the said City of Boston, and its assigns forever, a certain parcel of land situated in that part of said Boston formerly Roxbury and bounded and described as follows, viz:
Northeast by Longwood Avenue as it existed prior to the date of passage of the vote hereinafter mentioned, one hundred thirteen and 7/10 feet, Southeast by Sullivan Street, five feet, Southwest by the southwest line of Longwood Ave. as established by said vote, by a straight line fifteen and 12/100 feet, by a curves line forming with a radius of eleven hundred

and twenty feet, which measures [illegible]
hundred feet, reg. 25/100 feet, and by a [illegible]
line drawn with a radius of twenty [illegible]
thus measuring twenty nine [illegible]
feet, Westerly by the Riverway so [illegible]
thirteen reg. 57/100 feet, and [illegible]
feet, and northeast by a curved [illegible]
ing the junction of the [illegible]
Longwood Avenue, as the [illegible]
prior to the passage of said [illegible]
line reg. 57/100 feet. Containing 1518 [illegible]
feet more or less.

And for the above named consideration
we do also hereby give and grant [illegible]
said City of Boston, the right to [illegible]
or fill the filling, where required
for grading Longwood Avenue, to the
established grade thereof, in [illegible]
remaining land adjoining upon said
Avenue, and do also, for ourselves and
our heirs, executors, administrators, and
assigns, covenant and agree with the
said City of Boston that we will [illegible]
and that they shall not [illegible]
have any claim or demand against
said city for damages in consequence
of the omission by said city to build
maintain a retaining wall [illegible]
road to support such filling [illegible]
support the land on either side of
said Avenue when cutting down [illegible]
required [illegible]
that we will not and the [illegible]
remove, or permit to be removed
any person other than the [illegible]
or agents of said city [illegible]
of the filling placed or sloped upon
our said remaining land, [illegible]
upon said Avenue, in grading the
same as aforesaid, unless [illegible]

[illegible] said filling back to grade of the line of said street, and said filling upon said premises. The described premises are shown together with a profile of the proposed grade of said Longwood Ave. on a plan signed by William Jackson City Engineer, dated June 7, A.D. 1897, and deposited in the office of the City Engineer. The said premises are taken and the said Longwood Avenue is established in accordance with said profile by a vote of the Board of Street Commissioners of the said City of Boston, with the approval of the Board of Park Commissioners and Mayor of said City, to relocate Longwood Avenue and to remove Longwood Avenue Bridge, dated July 12, A.D. 1897, reference to which is hereby had, and are to be used for the purposes of a public street of said City of Boston; and the above consideration has been received in full satisfaction and discharge of all claims and demands for damages, costs, expenses, and compensation, by reason of said taking, and the grading of said Longwood Avenue to the grade aforesaid. And we do for ourselves our heirs, executors, and administrators, covenant and agree, to and with the said City of Boston, and its assigns, to indemnify and forever save harmless the said City of Boston, and its assigns against any and all claims and demands of any person or persons whatsoever, for damages, costs, expenses or compensation for or on account of the said taking of said premises, or the laying out of, or the grading of said Avenue, so far

as aforesaid [illegible]
[illegible]
To Wit: [illegible] for and to the City of Boston, its successors and assigns, to [illegible] and to have and hold the said premises to the said City of Boston and its assigns, that the said premises are free from all encumbrances except as aforesaid; that we have good right to sell and convey the same to the said City of Boston and its assigns forever as aforesaid; and that we will, and our heirs, executors and administrators shall warrant and defend the same to the said City of Boston and its assigns forever against the lawful claims and demands of all persons.
In Witness Whereof, we the said Isaac F. Clarke and Caroline H. Clarke have [illegible] and seals this fifth day of [illegible] in the year of our Lord one thousand eight hundred and ninety nine. Isaac F. Clarke. Caroline H. Clarke. Signed and delivered in the presence of Geo. F. Clarke, Jr. Geo. F. Clarke.
Commonwealth of Massachusetts
Suffolk ss. November 7, 1899. Then personally appeared the above named Caroline H. Clarke and acknowledged the foregoing instrument to be her free act and deed. Before me, J. J. Flynn Justice of the Peace. Approved. Chas Frank Day. City Conveyancer.
Boston, November 11, 1899. I. H. H. H. S. M.
Received and entered with Suffolk Deeds

[illegible]
[illegible] [illegible] [illegible] [illegible]